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DEFENDANT'S EXHIBIT NO. 78-B.

Memorandum To File **April 5, 1954**
From
Subject

L. B. Dodds

Conference with M. M. Macqueen of GEC on April 2, 1954

This memo is to record the substance of a discussion between Mr. Binns and the writer with Mr. Macqueen of GEC. The memo will be limited to information supplied by Mr. Macqueen and will not attempt to cover the various subjects about which Mr. Macqueen inquired.

The starting point of the discussion was the numbered subjects contained in my letter of February 8, 1954, to Mr. Macqueen and these subjects will be covered in the same order.

1, 2—The numbers of points allotted to the various members of the A-7 Pool as at the end of January, 1954, are as follows:

Company	Voting Power	Revenue Points
E. M. I./B. T. H.	100	100
Cintel/Bush (J. Arthur Rank)	11	11
G. E. C.	12	12
M. W. T.	13½	13½
Murphy	17	17
Philips	25	25
S. T. C.	10	15
Ferranti	—	1½
Pye	5½	10
E. K. Cole	—	2
	194	207
Philco	—	4 (under negotiation)

3—The Committee has not, to date, taken any action under paragraph 11(n) of the basic Pool Agreement to reduce the rate of royalty paid by the Pool members.

4—Mr. Macqueen knew of no "under the table" arrangements between the Pool members or between any Pool member and an outsider.

5—Mr. Macqueen feels that the Committee does have a practical significance from the viewpoint of the Pool members, in spite of the fact that EMI permanently holds a majority of the votes on the Committee. He said that it has been Shoenberg's cardinal policy always to go along with any fair proposal of the Committee members so long as the Committee does not suggest anything which would impair EMI's own investment. It is Shoenberg's view that EMI has the major patent investment in the industry and that he must protect it against any "ganging up" by the other members of the Pool which would in any way seriously affect EMI's patent position.

6—There are 12 firms in England doing about 80% of the television business, each of which has a volume such that it will reach the maximum £25,000 royalty ceiling in the television license agreement. The remaining 20% of the television business is scattered among a number of smaller companies. Mr. Macqueen said that the principal television sets now on the market in England were a 14" table model having an average manufacturer's selling price of £31 (which he thought represented about 70% of the TV receiver sales), and a 17" table model having a manufacturer's selling price of £38. He gave an estimate of the A-7 Pool income, based upon two assumptions: (a) that the TV business continues approximately on the 1953 level of one million sets per year, (b) that the three outstanding nonlicensed firms will accept a Pool license, namely, Cossor, Ferguson*, and Plessey. On the foregoing assumptions,

* Owned by Thorne Electrical Industries, which has a lamp agreement with Sylvania.

Macqueen estimates Pool income at £450,000 gross per year, before taxes. Based on joint Hazeltine-GEC take of approximately 8% of the Pool income and the 60-40 disposition between GEC and Hazeltine, respectively, this should yield to Hazeltine approximately £12,000 per year.

Mr. Macqueen was asked whether there appeared to be any objection in failing to pay renewal taxes on Hazeltine patents having no present or prospective used and expiring within the period of the A-7 Pool. Allowing these patents to lapse might effect a substantial saving in renewal taxes. Mr. Macqueen saw no objection to this procedure and made a note to check it with respect to their own operation.

It was agreed that the writer would supply Mr. Macqueen with the following information:

1. The numbers of British patents which may have issued on the Hazeltine Constant Luminance and Shunted Monochrome developments, or other important color cases.
2. Attempt to obtain from RCA information as to the duration of their patent agreement with EMI.
3. Numbers of any Hazeltine British patents which may be of utility in FM receivers in view of the proposed FM sound broadcasting system for England.
4. Copies of the current RCA licenses applicable to home receivers, communications, and tubes.

L. B. Dodds.

LBD:Z

cc: Mr. J. Binns

DEFENDANT'S EXHIBIT NO. 79.

September 30, 1948
LBD:AA

License Abstracts.

Outline.

British Pool Agreement—1948.

Parties	Patent Groups Included
E. M. I.	E. M. I.
	Gramophone Co.
	Columbia Graphophone
	Marconiphone
	R. C. A. (inventions made prior to 1945)
B. T. H.	B. T. H.
	A. E. I.
	Metropolitan Vickers
	G. E. (U. S. A.)
Philips	Philips Electrical Industries
	N. V. Philips Gloe.
	Hartford National Bank
G. E. C.	G. E. C.
	Hazeltine
Marconi	Marconi
	English Electric

1. Definitions: subsidiaries (conventional)—Radio apparatus—radio broadcast receivers, radiogramophones, radio television receivers and combinations of the foregoing for entertainment and education purposes, excluding tubes, carrier current apparatus, parts and components, television receivers for pictures larger than 30 sq. ft.

2. Each party grants licenses to and accepts licenses from each other party (except B. T. H. and E. M. I. have already cross licensed each other).

3. Licenses extend from April 1, 1948 to December 31, 1952.

4. Licenses under all present and future British patents of parties to extent of their rights to grant them.

5. Licenses to make, use, sell, lease or otherwise deal in.

6. Licenses include right to have apparatus made by others for sale under licensee's name, exclude the right to market apparatus except:

(i) Apparatus of the licensee under its name

(ii) To other licensees of any licensee party

In case any party grants rights to third parties under still other names or grants rights to non-licensees, each of other parties shall have similar rights.

7. No licenses granted for importation of sets nor of components exceeding in value 10% of retail list price.

8. No license under foreign patents; if any party is sued under corresponding foreign patent, agrees not to set up this license in defense.

9(a). Any licenses granted under acquired patent rights requiring payment of royalties to others may require licensee to pay same royalty.

9(b). Licenses under patent rights acquired for other compensation—reimbursement of party.

9(c). Licenses under patents subject to rights in favor of third parties correspondingly restricted.

10. Each party entitled to licenses under 9(a), 9(b), and 9(c) has option to refuse or surrender at any time.

11(a). Parties agree to cooperate to license British radio industry.

11(b). Such licenses to date not earlier than January 1, 1948 and extend not longer than December 31, 1952.

11(c). Each party reserves right to grant licenses separately under its own patents:

(i) Where principal consideration is not royalties or commercial trade in licensed apparatus

(ii) Where there are commitments re television receivers to B. B. C.

11(d). No obligation on any party to bring infringement suits.

11(e). Each party agrees not to indemnify others against patents of other parties or to assist in attack on such patents.

11(f). Parties to appoint a Committee to exploit Agreement; voting rights proportional to allotted points under 11(o).

11(g). Majority vote of Committee shall be decisive unless inconsistent with this Agreement.

11(h). Committee to decide terms of industry licenses and conditions on which other parties may join.

11(i). Committee to appoint a pool manager.

11(j). Conditions for adding "Joining Parties"

11(k). No party obligated to appear as grantor of pool license but must notify E. M. I. and such notice is irrevocable.

11(l). "Licensing revenue" defined as gross revenue received by Pool less costs of administration.

11(m). In case of infringement suits on Pool patents, those parties joining shall bear expenses and share recoveries in proportion to their allocated points.

11(n). Each party to pay royalty on all licensed apparatus (irrespective of patent use) at same rate as pool licenses reduced by a percentage equal to ratio of its allocated points to total allocated points; provided that when royalties of any party exceed £10,000 per year (or pro rated part) the royalty is reduced to 0.01% for radios and combinations and 0.02% for television receivers.

11(o). Points allocated:

E.M.I.—95 points
B.T.H.— 5 points
Philips—25 points
G.E.C.—30 points
M.W.T.—13½ points

12. Agreement to extend to December 31, 1952 except that royalties shall be payable on apparatus on hand on December 31, 1952.

13. Agreement may be cancelled with respect to any party becoming bankrupt, etc.

14. Admission of validity limited to field and term of Agreement.

15. Agreement not assignable.

16. Each party responsible for its subsidiaries.

17. No party to impair its rights extended under this Agreement; no obligation to maintain its patents in force.

18. No licenses to be granted by any party inconsistent with this Agreement.

19. "Party" to include subsidiaries.

A—5 License (Pool) Britain
Thompson-Houston, Electric & Musical Industries, G. E. C., Marconi, Philips Lamps.

re broadcast receivers for sound and television and electric phonographs—non commercial use

2—Pool grants to licensees personal, non-exclusive, non-assignable licenses under (i) patents listed in a schedule; (ii) any other British patent insofar as the grantors or any of them now have or may hereafter during the term of the license have power to grant licenses for the purpose and term hereof.

(b) Grantor to furnish patent lists on requests.

3—binds licensee's subsidiaries.

4—licensee

a—not to export without written consent of grantor

b—not to use equipment, without written consent of grantor, if not made in licensed territory

c—observe patent marking requirements

d—pay royalties

e—keep accounts

f—pay interest on ovedue royalties

g—permit book audits

5—use of subject equipment by licensee's subsidiaries

6—grantor to indemnify licensee for patent infringements.

7—licensee to grant to grantors licenses under patent in connection with which former has power to license.

8—grantors rights to terminate license for:

a—default in royalty

b—default (re subsidiaries)

c—breach by licensee of terms of agreement

d—bankruptcy etc. of licensee

e—associate of licensee refusing to accept a license

November 9, 1949

Outline—A-6 License (British Pool).

Grantors—BTH, EMI, GEC, Marconi, Phlips, Standard Telephones

1. Definitions

(a) Broadcast receivers

(b) Radiogramophone

(c) Set of component parts

(d) Selling or sold

2. (a) Grantors grant to Licensee non-asignable non-exclusive licenses to use the inventions;

(i) Patents set out in Schdule

(ii) All other patents under which Grantors have the power to grant licenses

(b) No license re tubes or components

3. Licensee undertakes that its subsidiary companies will be bound by the Agreement.

4. Licensee agrees:

(a) Not to sell imported receivers.

(b) To apply serially-numbered license plates

(c) To pay royalty of 1½% of net sales of licensed apparatus whether or not it uses any licensed patents; provided

(i) Royalty payable on apparatus unsold at termination

(ii) If licensee sells to a controlled company, royalties on purchasers net selling price

(iii) If licensee sells to a controlled company which performs additional work, royalties on final net selling price.

(iv) If licensee sells under trademark of another party (other than a controlled company) royalties thereon to be reported and paid separately.

(v) Licenses under patents involving an obligation of the Grantors to pay royalties.

(d) To keep records and make reports and payments.

(e) To pay interest at 4% on delinquent royalties

(f) To permit Grantors' auditors to inspect its books.

(g) Not to attack directly or indirectly the validity of the licensed patents

(h) Not to assign or divide the license without consent

5. All apparatus sold by controlled companies of Licensee deemed to be sold by Licensee who is obligated for royalties.

6. Grantors hold Licensee harmless from patent infringement claims.

7. Licensees agrees to grant non-exclusive licenses under its patents to Grantors, upon request, upon reasonable terms.

8. Grantors may terminate the license by notice:

(a) Royalties delinquent for 30 days.

(b) Royalties of controlled companies not paid.

(c) Breach of other conditions by Licensee.

(d) Bankruptcy of Licensee.

(e) Any company which controls Licensee or is under same control as Licensee and refuses to operate under license.

Any termination without prejudice to Grantors' claims against Licensee.

9. Address for notices and remittances.

(Schedule of Licensed Patents.)

LBD:mel

February 4, 1954
LBD:Z

Outline

British A-7 Pool Agreements.

I. E.M.I—Marconi—Philips Agreement of 8/1/52.

1. Definitions—"subsidiaries"—"Radio apparatus"—radio and TV broadcast receivers and phonographs for domestic entertainment and educational purposes, excluding:

(a) tubes and lamps.

(b) broadcast relay apparatus (except terminal units).

(c) materials and components sold separately.

(d) TV receivers with display larger than 30 sq. ft.—"British Isles".

2. Each party grant to each other party (who agrees to accept) nonexclusive licenses for Radio Apparatus.

3. Licenses granted under (2) extend 1/1/53 to 12/31/57.

4. Licenses granted under (2) under present and future patents.

5. Licenses include right to make use, lease, sell and otherwise dispose of radio apparatus.

6. Licenses include right of licensee to have radio apparatus made by others in whole or in part but only for sale under licensee's own trade-marks or to other licensees; certain exceptions if any party licenses a third party including the right to sell under nonowned trade-marks.

7. No license granted to import radio apparatus or to deal in such apparatus containing imported components exceeding in value 10% of the retail list price.

8. No license granted under any foreign patents and parties agree not to plead this license in defense of infringement suits under corresponding foreign patents.

9(a). Provision re later-acquired patents requiring payment of royalties to third parties.

9(b). Provisions re later-acquired patents requiring payments other than royalties to third parties.

9(c). Licenses granted hereunder limited to same extent as licensing rights of grantor.

10. Reservation of the right to refuse any or all of the licenses specified in Clause 9.

11(a). Agreement for joint effort to license the radio industry and share income on the following terms:

11(b). Licenses to be dated on and after 1/1/53 and terminate on or before 12/31/57.

11(c). Each party reserves the right to grant licenses separately:

(i) Where consideration is not payment of royalties or commercial purchase or sale of goods.

(ii) In fulfillment of existing commitments to B.B.C. or Postmaster General re television.

11(d). No obligation on any party to bring infringement suits and no warranty of validity.

11(e). Undertaking not to indemnify third parties nor

to assist them in avoiding the consequences of infringement.

11(f). Formation of operating Committee in which parties having voting rights proportional to their point allocation under Clause 11(o).

11(g). Decisions of Committee based on a majority of votes entitled to vote shall be binding on parties unless inconsistent with the provisions of this Clause 11.

11(h). Committee to decide on terms, conditions, period, and scope of the licenses to be granted; the terms on which other parties join; and routine administration.

11(i). Committee to appoint Pool manager.

11(j). Other parties to be invited to join on terms decided by Committee; every reasonable effort to include in such terms a license from joining party of same character as granted hereby. Reciprocal license rights between joining party and present parties. Provisions re license rights requiring additional payments to joining parties.

11(k). Each party to notify E.M.I. whether it wishes to appear as co-grantor in licenses to be granted by Pool and such decision is thereafter binding upon it.

11(l). Definition of net licensing revenue.

11(m). Re suits for infringement occurring during the period of the agreement, any party agreeing to pay pro rata costs of suit (on basis of point allocation) shall share in net recoveries on the same basis.

11(n). Each party to pay same royalties as nonmember licensees except that the Committee may reduce the royalty of each member by a percentage equal to its percentage point allocation.

11(o). Pool income to be divided in proportion to point allocation. Allocation between parties:

E.M.I. —100 points
M.W.T. —13½ points
Philips .— 25 points

12. Agreement to run until 12/31/57, but royalties to be payable hereunder on apparatus in stock at termination and sold thereafter.

13. Option to terminate with respect to any party becoming insolvent, etc.

14. Agreement not to attack, or assist others to attack, validity of any licensed patents except in proceedings involving apparaus other than the type licensed.

15. Agreement nonassignable by any party without consent of others.

16. Each party undertakes compliance of subsidiaries.

17. No party to diminish rights granted by disposal, except that no party obligated to maintain any patents in force nor maintain any third party agreements in force except in compliance with representations in recitals.

18. No party to grant licenses for radio apparatus during period of Agreement except in accordance with terms of Agreement.

19. Term "party" to include its subsidiaries.

II. E.M.I.—G.E.C. Agreement of 12/2/52.

1. G.E.C. to join E.M.I., M.W.T., and Philips in above Pool Agreement under same terms and conditions:

(a) G.E.C. a party to the Agreement.

(b) Recitals of this Agreement incorporated by reference.

(c) Clause 11(c) amended to recite G.E.C.—12 points.

2. Modifying letter of same date—as between E.M.I., and G.E.C., G.E.C.'s point allocation increased to 17.

III. A-7—License (Television).

(Grantors B.T.H., Cinema-TV, E.M.I., G.E.C., M.W.T., Murphy, Philips, Pye, Standard Cables).

1(a). Definition of television receivers; includes:

(i) in combination with TV receivers, sound receivers, phonograph apparatus, and boosters.

(ii) TV terminal receiver units of TV relay service.

(iii) sets of component parts

—Does not include

(i) broadcast relay apparatus except terminal receiver units.

(ii) TV receivers giving pictures larger than 30 sq. ft.

1(b). Definition of "set of component parts".

1(c). Definition of subsidiaries.

1(d). Definition of "selling" or "sold".

2(a). Grant of license under all present and future patents of grantors to manufacture, sell, etc., TV receivers, including right to have TV receivers made by others, but only for sale under licensee's trade-marks.

2(b). Term of license from 1/1/53 to 12/31/57.

2(c). No license granted re:

(i) tubes.

(ii) components sold separately.

(iii) any apparatus other than TV receivers.

2(d). Licenses granted subject to limitations on grantors' rights. Provision re licenses requiring payment of royalties to third parties.

3. Licensee undertakes compliance with license by subsidiaries.

4. Licensee agrees:

(a) Not to sell any TV receiver not made in territory of Agreement—i.e, incorporating imported components of a value exceeding 10% of the retail list price.

(b) To attach to each receiver a license plate specified by grantors.

(c) To pay royalties:

—On comibined radio-phonograph—
TV receivers ..... 2 %

—On combined radio or phonograph and
TV receivers 2½%

—On all other TV receivers ..... 3 %

—Definition of royalty base ("net turnover").
—Royalty rates 50% less re exported receivers.
—After total royalties in any year exceed £25,000, royalty rate drops to 0.02%.
—Provided that:

(i) Royalties payable re receivers made prior to but sold after termination of license.

(ii) Sales to another licensee excluded.

(iii) In the event of sales to a nonlicensee for sale under name other than licensee's, royalties on such sales to be computed separately and £25,000 change-over point to apply separately to such sales.

—In event such nonlicensee purchaser performs additional operations on set, royalties to be computed on purchaser's net invoice prices, or if unavailable, determined by Clause 5.

(d) Accounting and payment provision — quarterly returns.

(e) Interest at 4% on delinquent royalties.

(f) Inspection of royalty records.

(g) No contest of validity except re nonlicensed products or except as it might affect licensee's own patents.

(h) No assignment or sublicense without consent of grantors.

5. In event of failure to agree on third party's selling prices under clause 4 (c) (iii), reference to a valuer.

6. Licensee agrees to grant licenses to grantors under licensee's patents on reasonable terms.

7. Grantors may terminate license:

(a) For failure to pay royalties

(b) Other breach of license

(c) Bankruptcy, etc. of licensee

(d) In event a nonlicensee engaged in licensed business acquires control of licensee or is under common control with licensee

8. Address of grantors.

IV. A-7 License—Sound Receivers

This License is identical with the A-7 television License except that in each instance the term "broadcast sound receivers" replaces "television receivers" and except for the following differences:

1(a). Definition of "broadcast sound receivers"; includes:

(i) Combinations with phonographs, frequency converters, FM reception units and boosters
(ii) Terminal receivers of broadcast relay systems
(iii) Sets of component parts

Does not include:

Broadcast relay apparatus other than terminal receivers
Combination with TV receivers

4(c). Royalty at the rate of ½% on Licensee's net sales After total royalties of £1,000 in any year, the royalty rate drops to 0.02%. This £1,000 limit is also included in 4(c) (iii) as the cutoff point of separately determined royalties on sales to third party nonlicensees.

June 22, 1954

Abstract of A7-S License (British Pool)

(2nd Edition—No change in substance)

Grantors—BTH, Cinema-TV, EMI, GEC, MWT, Murphy, Philips, Pye, STC.

1. Definitions
(a) Broadcast receivers
(b) Set of component parts
(c) Subsidiaries
(d) Selling or sold

2. Licenses

(a) Nonassignable, nonexclusive license re broadcast sound receivers

(b) Term—1/1/53 to 12/31/57

(c) No license re

(i) tubes or lamps

(ii) materials or parts sold separately

(iii) anything other than broadcast sound receivers

(d) Licenses subject to any limitations on Grantors' rights and, in case of license rights requiring payments to third parties, subject to payment of such additional royalties by Licensee

3. Licensee assumes responsibility re its subsidiaries

4. Licensee agrees:

(a) Not to sell imported receivers except by permission

(b) To apply serially numbered license plates

(c) To pay royalties of ½% of licensee's net selling price (reduced by 50% in case of export sales) up to £1,000 in any calendar year and thereafter at the rate of 0.02%, provided:

(i) Royalty payable on apparatus unsold at termination

(ii) No royalties on apparatus sold to another Pool licensee

(iii) Re apparatus sold to nonlicensee for resale, royalties computed separately with separate £1,000 per year point at which royalties drop to 0.02% in event purcaser performs additional operations or adds to such apparatus, royalties computed on purchasers resale price, on agreed price, or price determined by evaluer under para. 5

(d) To keep records and make quarterly reports and payments

(e) To pay interest at 4% on delinquent royalties

(f) To permit Grantors' auditors to inspect its books

(g) Not to attack or assist others in attacking the validity of the licensed patents in the field of the agreement

(h) Not to assign, encumber, or divide the license without consent

5. Royalty-base prices in dispute to be determined by the Director of the Radio Industry Council

6. Licensee agrees, upon request, to grant nonexclusive licenses under its patents to Grantors upon reasonable terms

7. Grantors may terminate by notice in the event:

(a) Royalties delinquent 30 days after 7 days' notice from Grantors

(b) Breach of other conditions by licensee not remedied 7 days after notice

(c) Bankruptcy, etc. of licensee

(d) Any company controling, or controlled by, licensee and engaged in the broadcast sound receiver field without a license from Grantors

Any termination without prejudice to Grantors' claims against licensee

8. Address for notices and remittances.

June 22, 1954.

Abstract of A7-T License (British Pool)

(Same as A7-S License except in substitution of "Television Receivers" for broadcast sound receivers throughout and except Para. 4(c) below)

4(c)—(First Edition)

To pay royalties as follows:

On TV receivers with sound receivers and phonographs 2%

On TV receivers with sound receivers or phonographs 2½%

On "straight" TV receivers 3%

Foregoing royalties reduced 50% on export sales

After royalties of £25,000 in any year, royalty drops to 0.02%

(Same provisos as in para. 4(c) of A7-S License)

4(c)—(Second Edition)

To pay royalties as follows:

On first £150,000 sales per year 3%

On second £150,000 sales per year 2¼%

On all subsequent sales 2%

The foregoing rate are reduced 33⅓% re TV receivers including sound receivers and phonographs and 16⅔% re TV receivers including sound receivers or phonographs

(Other provisions essentially the same as in para. 4(c) of the First Edition, above.)

DEFENDANT'S EXHIBIT NO. 80.

Air Mail

June 22, 1954

Mr. M. M. Macqueen
The General Electric Co. Ltd.
Magnet House
Kingsway, London, W. C. 2
England

Dear Mr. Macqueen Re: A7 Pool Licenses

Belatedly I have had an opportunity of reviewing the A7-S and A7-T Licenses of both the first and second editions. Copies of the first edition were sent by Mr. Cornock last September, while you will recall that you left copies of the second edition with me during your visit in April.

It would appear to me that the provisions of the two editions of the Licenses are essentially the same, except for paragraph 4(e) setting forth the royalty rates. As to this, I note that the royalty rates specified in the second edition are somewhat more favorable than in the first edition. I have assumed that the second edition has replaced the first edition and that in fact all of the Pool licensees have the advantage of the lower royalty rates enumerated in the second edition. I would appreciate your confirmation of this fact and I would like to know whether any of the manufacturers actually signed the first edition of the license and, if so, whether those licenses were replaced by the second edition, or handled in some other manner.

The foregoing is probably a relatively unimportant point, but from time to time we do receive inquiries from various concerns as to the royalty rates in various of the foreign countries and so we try to keep reasonably well informed.

With kind regards,

Sincerely,

_____

Vice president

LBD:Z

DEFENDANT'S EXHIBIT NO. 81.

(Letterhead of The General Electric Co. Ltd., Patent Department Research Laboratories, Wembley, England.)

AFC/7A10/8/8,
7A10/8(f)

Air Mail

8th May, 1956.

L. B. Dodds, Esq.,
Hazeltine Corporation,
58-25, Little Neck Parkway,
Little Neck, L. I.,
New York,
U. S. A.

Broadcast Licensing Pool: Great Britain.

Dear Mr. Dodds,

The present Broadcast Licensing Pool in Great Britain will, as you will remember, expire on the 31st December 1957. We have from time to time discussed the position with Mr. Heather and Mr. Macqueen to weigh up the way it has been developing, as you will know from your talks with them during the last two or three years; and at the end of a discussion last Friday Mr. Heather asked me to write to you to summarise the picture as it appears to us at present and to ask for the views and comments of the Hazeltine Corporation. Since the best tactics might be conditioned by the strength of E. M. I. in the next Pool, this letter begins by setting out the considerations that lead us to think that E. M. I. are likely still to have the strongest individual position in the next Pool.

(a) We assume that the next Pool will probably last for five years. It is unlikely that Colour T/V broadcasts

will, at the earliest, come into being before half the life of the next Pool has expired; and when Colour broadcasts have begun, Colour receivers will not, at most, account for more than half the value of the turnover in T/V, and probably substantially less. Colour will, at most, therefore not account for more than one-quarter of the revenue of the next Pool.

(b) E. M. I.'s own earlier patents on T/V (i.e. patents not arising from R. C. A.) have been the main patent strength of the present Pool. The more important of these patents are due to expire within 12-18 months unless extended. E. M. I. express themselves as fairly confident of getting several (say two or three) years' further extension of these patents (on the ground of belated loss resulting from the war). The possibility of such extension seems to us somewhat speculative though not imposible.

(c) If these earlier E. M. I. patents are extended, E. M. I. will retain their present hold on Monochrome T/V receivers and (since these patents will also be used in Colour T/V receivers) will be in a strong position on Colour. If these E. M. I patents are not extended, no one will have a strong position on Monochrome T/V; and E. M. I. will, unless they secure renewed rights under R. C. A. patents, probably not have a particularly strong position on Colour T/V receivers.

(d) From the foregoing assessment, two points appear to us to emerge:—

(i) E. M. I.'s position in the financially-dominant section of the next Pool (viz. Monochrome) will be at least as good as that of others (and will be equal to their present position if their patents are extended),

(ii) E. M. I.'s position in the "minority" section of the next Pool (viz. Colour) will probably be markedly weaker unless either their patents are exended or they make new arrangement with R. C.A.

On this summing up, and giving the necessary weighting to the Monochrome situation, we feel it is still E. M. I., and not some other Company, that one should regard as the main target for any negotiations.

The other broad factor that affects the matter, is the question of R. C. A.'s position. Such information as we at present have, can be summarised by saying:—

(e) We know that E. M. I.'s present agreement with R. C. A. ends in 1960. We also know that, even under the present agreement, E. M. I. cannot grant direct licences under R. C. A. patents—though R. C. A. do grant licences, without additional royalty, to Pool licensees nominated by E. M. I. R. C. A. have in this way, and also by their arrangements for supplying technical information, been pressing themselves into increasingly direct contact with the Pool's licensees.

The inferences we draw from this are: firstly, that the balance of probability is that E. M. I. will, in future, not have more control over R. C. A. patents than in the present Pool; and, secondly, that R. C. A. may contemplate putting their patents direct into the next Pool rather than through E. M. I.—though this second point is (so far as we are concerned) pure speculation.

There is one technical point in the colour field I might mention here. There is discussion at present whether chrominance should be controlled by signals lying inside or outside the band controlling luminance—E. M. I. at present using their influence in the direction of control outside the luminance band. We ourselves do not know whether this is a pointer towards their assessment of their probable future patents rights or not; but I mention the matter in case you have any infromation which makes the point seem to you to be significant, either in relation to your interests or E. M. I.'s.

(f) The whole trend of recent years, in pooling in Great

Britain, has been to share Pool revenues according to some "points" system. It is improbable that any other method of allocating shares will be adopted for the next Broadcast Pool: the only room for manoeuvre is likely to concern the relative weighting of patents actually in use at the beginning of the Pool and those which might come into use at a later stage of the life of the Pool.

It is, as you know, our hope and belief that Hazeltine and the G. E. C. will again find themselves working together in the next Pool. Our general assessment of the position and our views about possible tactics are as follows:—

On the foregoing assessment of E. M. I.'s position, a reasonable course, basically, would be to make an approach to Mr. Shoenberk on the footing that it would be reasonable to expect that E. M. I. would be found to have a larger share of the next Pool than any other individual company and that we should like to have a preliminary talk with him about licensing arrangements. Since the G. E. C. is on its home territory, such an approach might well come from us on our joint behalves; but Mr. Shoenberg has already approached you once, and may do so again, and Mr. Heather therefore raised for consideration the question whether an opening move on these lines might be made by Hazeltine on our joint behalves, instead of its being made by the G. E. C.

Whichever of us is to make the move, there is a preliminary point to be settled; namely, since we do not know what R. C. A's position will be (and this may greatly affect E. M. I.'s position), ought one to sound R. C. A. on the matter before approaching Mr. Shoenberg, or should one treat the R. C. A. question as one of the first points to be raised with Mr. Shoenberg during the talk with him? (We could, of course, raise the question with Commander Mayer over here, or you might raise it with the R. C. A. on your side of the Atlantic, whichever seems more con-

venient, if it is decided to try to obtain further information before trying to discuss the position with Mr. Shoenberg.)

If you agree that an approach to Mr. Shoenberg is the right course, there is, at least in principle, the question whether one should try to propose a different basis for setting up a new Pool. As you will have gathered from our comment (f) above, we do not feel that, in actuality, a different basis is within the bounds of practicability, a "points" system being too firmly established. The only change that is likely to be possible, is one regarding the weighting of patents; and a discusison of weighting would grow naturally out of the more general discussion and would not call for the preliminary tactical discussion (between you and us) that would be desirable if one were going to try to propose a radically different basis for pooling.

We have tried, rather lengthily, to analyse the various considerations that seem to us material in considering present tactics. We shall, as you will have gathered, value any comments or suggestions you may care to make when you have had an opportunity to consider them.

With best personal regards,

Yours sincerely,

A. F. Cornock.

DEFENDANT'S EXHIBIT NO. 82.

(Letterhead of The General Electric Co. Ltd., Patent Department Research Laboratories, Wembley, England.)
AFC/7A10/8/8

Air Mail

25th September, 1957

Laurence B. Dodds, Esq.,
Hazeltine Corporation,
59-25, Little Neck Parkway,
Little Neck, 62,
New York,
U. S. A.

Broadcast and Television Licensing Pool

Dear Larry,

Very many thanks indeed for your confirmatory letter of September 16th about the extension of the Pool. Mr. Nalder has put in the application for Treasury permission, and all that remains for me to do at the moment, to bring your information fully up to date, is to confirm that all the Members of the Pool duly confirmed, at the last Meeting, their concurrence in the extension on the terms previously set out to you.

As regards the points in the second paragraph of your letter, it is quite clear there is no misunderstanding between us. The terminology I used for referring to the Agreements between us, was that used by Mr. Nalder on the "cover sheets" of the copies he sent me in 1953. The 1939 Agreements were consolidated in the way you describe, when Mr. Nalder re-drafted them at the end of 1952; and I confirm that the G. E. C. will be happy to extend the three subsisting G. E. C.-Hazeltine Agreements in the way your letter sets out.

Topham considers that the extended licences should be accepted by the Trade without any real difficulty; and since he is the person in most direct contact with licensees and hears such grumbles and complaints as they wish to make, he should be in as good a position as anyone to forecast the Trade's reception of the proposals. On the face of it, his view seems to me to be reasonable. The modifications in royalty rates should go some way towards mollifying those of the medium and smaller licensees who have considered themselves rather hardly used in the past, so that the chances that they will decline to extend their licences has been reduced: about half of the large licensees (whose royalty payments reach the quasi-ceiling) will accept licences, since they are Members of the Pool; and it does not seem likely that the concessions to the smaller licensees will cause the remaining large licensees to stage a strike—since, even on modified figures, the "insurance policy" obtained by taking a licence is better value than the gamble of fighting infringement actions when they are in fact using at least a few of the patents under which the Pool is willing to license them. Of course one can always meet the man who thinks that if he is cussed enough he will manage to get something more; but we do ourselves consider that the revised licensing proposals are inherently reasonable and that reason will ultimately prevail in this instance. All in all, therefore, we ourselves think that Topham has weighed up the position correctly. We should begin to have a fair picture of the Trade reactions in about two months' time, and I will try to let you know as soon as we have a Pool Meeting which gives us a preliminary idea of how the picture is shaping.

With the best of regards,

Yours,

Arthur.

DEFENDANT'S EXHIBIT NO. 83.

Air Mail April 7, 1960.

M. M. Macqueen, Esq.,
Managing Director—Radio Group,
The General Electric Company Limited,
Magnet House,
Kingsway,
London, W.C.2. England.

Dear Monti:

This will acknowledge and thank you for your letter of March 30, 1960, suggesting discussions with respect to the new Broadcast Pool.

Unfortunately, there seems to have been some misunderstanding as to my status. I am continuing with Hazeltine but on a part-time basis and gradually transferring some of my responsibilities to my associate, Mr. E. A. Ruestow. However, in view of the fact that you have taken up the matter with Mr. MacDonald, I would prefer not to make any definite plans without consulting him. He is, at the present, on an extended trip and will not be back for another ten days or so.

Consequently, on the assumption that Mr. MacDonald will probably want me to represent Hazeltine in these discussions, and perhaps also my associate Mr. Ruestow, I thought it might be well perhaps to set up some tentative time schedule. Would you let me know what time would be most convenient for you or, perhaps more properly, what times would be inconvenient for you.

I think it would be helpful also if you could get one of your people to send me copies of circuit diagrams of current British television receivers. Mr. Cornock was kind

enough to do this at the time of the last Pool renewal and thus enabled us to get a better feel of the picture ahead of time.

With kind regards.

Sincerely,

.....

Vice President.

LBD:CBS

cc: W. A. MacDonald

DEFENDANT'S EXHIBIT NO. 84.

Air Mail

(Letterhead of The General Electric Company Limited, Magnet House, Kingsway, London W. C. 2.)

L. B. Dodds, Esq.,
Hazeltine Corporation,
58-25 Little Neck Parkway,
Little Neck, L. I.,
New York

13th April, 1960.

Dear Larry,

Many thanks for your letter of the 7th April, and particularly for clarifying your own position in the Hazeltine Corporation: this is welcome news.

Since I wrote to you a tentative plan has been produced by the Pool Manager, and Mr. Chapple and I have discussed this with him. This new plan involves many changes, affecting both licensors and licensees, and as I see it, it will put both the GEC and Hazeltine in a less favourable position, and at this juncture, I have not encouraged the Pool to think that it will have our ready acceptance. In any

case, we would have to have your agreement before making any commitment which would involve your Company.

In the meantime, Mr. Chapple and I have had an interesting discussion with three people representing the R.C.A. international licensing interests: they have made their position quite clear.

I am going away after Easter on a short holiday, and will be back in London on Monday 9th May: Mr. Chapple is also going away, and will not be available until a week later. If, therefore, it were possible for you and/or Mr. Ruestow to visit us during the week commencing 16th May, that would be convenient to us. If, however, it would suit you better to make the suggested visit in the prior week, Mr. Chapple has offered to break his holiday in order to facilitate our discussions. It may well be, however, that the later date will suit you better.

In the meantime, Mr. Chapple is arranging to send you the circuit diagrams which you ask for.

Kind regards,

Yours sincerely,

Monti

DEFENDANT'S EXHIBIT NO. 85.

April 19, 1960,

XXX-60-M110

M. M. Macqueen, Esq.,
The General Electric Company Limited,
Magnet House,
Kingsway,
London, W.C.2, England.

Dear Monti,

In reply to your letter of March 30, 1960, Mr. Dodds, although on a part-time basis, continues as a Director and Officer and has cognizance of the Hazeltine patent rights abroad.

Mr. Dodds is gradually transferring certain of his responsibilities to Mr. E. A. Ruestow although it will be some time before Mr. Ruestow is fully familiar with the background picture in Great Britain and other foreign countries. Hence I believe Mr. Dodds should participate in the considerations of the new License Pool.

I have suggested to Mr. Dodds that he communicate with you directly to arrange a mutually convenient discussion of the new Pool.

Cordially,

W. A. MacDonald,
Chairman of the Board.

WAM:BAM

cc: L. B. Dodds

DEFENDANT'S EXHIBIT NO. 86.

(Letterhead of The General Electric Company Limited, Magnet House, Kingsway, London W. C. 2.)

Temple Bar 8000 Our Reference Your Reference
Extension 186 M.M.M.

L. B. Dodds, Esq.,
Hazeltine Corporation,
58-25 Little Neck Parkway,
Little Neck, L. I.,
New York.

14th June, 1960.

Dear Larry:

I hope your return trip to USA was comfortable and uneventful, and that your following vacation gave you and Mrs. Dodds all the pleasure you anticipated. We enjoyed having you over here, except that time was too short.

I have finally accepted an increase of 1½ points above the basis we discussed, making our total 16½ points. I also enclose a copy of Mr. Topham's letter giving effect to this.

You may be interested to know that ST & C, EMI and Philips each contributed ½ point.

We will send you a copy of the revised licence agreement and any other documentation later.

Kind regards,

Yours sincerely,
Monti,
Managing Director-Radio Group.

Copy Letter.

From:—F. C. Topham,
Marconi's Wireless Telegraph Co., Ltd.,
Marconi House, Strand,
London, W.C.2.

P/T 54075

8th June, 1960.

Dear Mr. Macqueen,

A 8 Pool

Further to my letter P/T 54057 of 2nd June, enclosing a draft of a proposed Pooling Agreement. The points to be allotted to each member have been now finally agreed. Will you please, therefore, insert the following values in the said draft:—

EMI	56½
Murphy	28½
Pye	28½
Philips	23½
STC	18½
GEC	16½
Cintel	15
MWT	13
	200

Yours sincerely,

(signed) F. C. Topham.

DEFENDANT'S EXHIBIT NO. 87.

October 9, 1946.

Re: Scandinavian Patent Pools.
Mr. B. Avellan-Hultman,
Aga-Baltic A B,
Stockholm-Lidingo,
Sweden.

Dear Mr. Hultman:

Thank you very much for the complete reports contained in your letters of August 23rd, and September 19th, 1946, on the progress of your negotiations relative to the Scandinavian Patent Pools. We believe the progress that you have made toward the settlement of the division of proceeds of the pools and the royalties to be paid by pool members is most encouraging and are in full accord with the steps which you have taken. We have also reviewed the draft sublicense which you forwarded and find it quite satisfactory in form.

We believe that the decision of R.C.A. relative to its participation in these pools in the Scandinavian countries is unfortunate and legally unsound, but apparently they are firmly committed to it. Recently I checked with Dr. Shackelford, their foreign license administrator, as to the basis of their conclusions and as to their plans for exploiting their patents in the several countries. He said that he had had only a brief time with Mr. Sarnoff since his return, but confirmed their position as Mr. Sarnoff explained it to you.

Dr. Shackelford said that, while he was not in agreement, their general counsel was of the firm conviction that participation in such pools would constitute violation of our Anti-Trust Laws. However, their attitude is due in part

to the diversity of their operations in the radio field including manufacturing, patent licensing, broadcasting, and commercial communications, and to the fact that they have been subjected to repeated investigations by Congressional committees and the Department of Justice for suspected violations of the Anti-Trust Laws. As a result, they have developed a rather strong phobia with respect to anti-trust matters. Dr. Shackelford said that they had not finally determined what they would do with their foreign patent rights but that he would let me know when they had reached a decision.

Very truly yours,

.....

Vice-President.

LBD:CBS

DEFENDANT'S EXHIBIT NO. 88.

December 14, 1954.

(Written in margin.) See Radio Let file for Complaint—taken from TV Digest Nov. 20/54.
Original by Air Mail
Mr. Tibor de Laczay
29, rue du Faubourg St. Honoré
Paris 8, France.

Dear Mr. Laczay: Re: RCA

Thank you for your letter of December 3, 1954, telling of your conversation with Commander Mayer of RCA. In accordance with your request, I am enclosing a copy of the complete Complaint filed by the Department of Justice against RCA.

You will note that several of the charges against RCA, such as paragraphs 50(a), 50(d), 51, 52, 53, 54, 58(a) and 58(b), apply to our licensing system equally to RCA's.

While, as you say, our Supreme Court specifically approved some of these practices of which the Department of Justice complains, they have never acceded to that ruling and apparently will continue to press for its modification. We ourselves are very much concerned at this action against RCA and its possible reaction on our own license situation.

I will, of course, keep you posted of further developments.

Sincerely yours,

.....

Vice President.

LBD:CBS
Enclosure

DEFENDANT'S EXHIBIT NO. 89.

Original by Air Mail

May 28, 1956.

Company Confidential
A. F. Cornock, Esq.
Patent Department
The General Electric Company, Ltd.
Wembley, England.

Re: Broadcast License Pool—Great Britain

Dear Mr. Cornock:

This is in reply to your letter of May 8, 1956, and it has been somewhat delayed because I wanted an opportunity, before answering, to sound out RCA with respect to their present and prospective relationships with EMI and the Pool. By coincidence, your letter arrived on the very day on which I had a note on my calendar to write you on the subject. We too have, from time to time, discussed possible approaches to the negotiation of the next Pool. Perhaps the best method of answering your letter would be to comment on the several lettered paragraphs in the same order, followed by some additional comments in numbered paragraphs.

(a) Your evaluation of the relative contribution of color TV to the next Pool seems to be entirely reasonable; at least we have no evidence which would lead to a different conclusion.

(b) With respect to the extension of the EMI patents, am I to understand that they have already gotten one extension and are asking for a further extension? Do you know whether or not EMI has already applied for these extensions? I recall our own single experience of this type relating to Patent No. 436,940 and Patent No. 437,016,

in which we finally got a 5-year extension but, by the time the extension was allowed, the extension period had virtually expired. In all events, we agree with your conclusion to the effect that such extension of EMI patents is, at most, speculative.

(c) I assume, from your comments, that RCA also has no significant position in monochrome TV.

(d) Again, we are in agreement that EMI should be considered as the dominant element in the new Pool, in the absence of a clear shift to some other company, because of the momentum of its established position if for no other reason.

(e) As suggested above, I did discuss with Mr. M. E. Karns, who succeeded Dr. B. Shackelford as Director of the International Licensing Division of RCA, the RCA/EMI Agreement. He confirmed the fact that that Agreement terminates at the end of 1960, and said further that no approach had been made on either side with respect to its extension. He said also that their decision as to whether or not to extend the EMI Agreement would be delayed as long as possible in view of an antitrust suit which the Government brought against them. There have been extensive negotiations between RCA and Government lawyers with respect to a settlement of the suit to avoid a protracted and diverting trial. They were quite unsuccessful in reaching an acceptable settlement with Mr. Stanley N. Barnes, Assistant Attorney General of the United States in charge of the Anti-trust Division. However, some weeks ago, Mr. Barnes was elevated to the Federal Court of Appeals and I rather gathered that RCA is somewhat more hopeful in reaching a settlement with his successor. In any event, since RCA's license activities abroad are one of the targets of the antitrust suit, they want to avoid changing the status quo if at all possible until a settlement is reached or negotiations finally break down.

I told Mr. Karns that it seemed to me that RCA had three alternatives (1) extend the EMI Agreement for another two years, (2) attempt to license the Pool licensees separately, or (3) to join directly in the Pool. Mr. Karns said his own present inclination would be to extend the EMI deal for two years and he thought probably the lawyers would not object since it would not create any new situation and since that extension would be really necessary to enable EMI to get any value from the RCA patents during the initial three-year period of the next Pool. He also said that he had no desire to attempt to negotiate licenses separately with all of the licensees of the Pool and that he was confident their lawyers would not permit him to join the Pool directly. So, by the process of elimination, it seems most likely that RCA will extend its arrangement with EMI.

Incidentally, Mr. Karns said that they had recently entered into a cross-licensing and technical know-how exchange with EMI in the color TV field only and for their own use of the respective parties with no sublicensing rights. I was interested in this as I thought there might be some rift between the two companies because of RCA's recent cancellation of its arrangement with EMI in the phonograph record field and the substitution of Decca for its representative in this field. Mr. Karns believed that if there were any disaffection between the companies it was confined to this particular record field. Our conclusion from all of this is that there is a strong probability that EMI will continue to have control of the RCA patents for the duration of the new Pool.

Your comment with respect to the efforts of EMI to establish color TV standards in which the chrominance information is outside the luminance band is most interesting. This tends to explain their conduct of certain demonstrations to some 100 delegates from twenty countries

to C. C. I. R. (International Radio Consultative Committee to the International Telecommunication Union) with which you may be familiar. Our Mr. C. J. Hirsch, Chairman of the United States Delegation, attended these demonstrations in Great Britain, The Netherlands, and France. The BBC put on an excellent color TV demonstration following U. S. standards, but the EMI demonstration, using the same standards (chrominance within the luminance band), was startlingly poor. This action was interpreted by Mr. Hirsch as an attempt to delay the decision of Great Britain on color standards. Frankly, I do not know their purpose. We do not believe that the system they are pushing would avoid our principal patents in the color TV field, namely, No. 689,356 covering constant luminance, and No. 689,821 covering shuntex monochrome. It also seems quite doubtful whether the system EMI is pushing would avoid RCA's patents on mixed highs and related circuits, although I have not studied the claims of the RCA British patents in this field.

(f) We agree that the distribution of the shares of the Pool revenue probably will be determined on the basis of a point system and believe that that is reasonably acceptable but that there should be two modifications (1) some weighting factor with respect to patents not now in use but which most probably will go into use during the term of the Pool (e.g., color TV) and (2) some differentiation among patents now in use between those dominating in character which the licensees have to use and those of the "gadget" variety which a licensee uses only because he is free to do so at no additional cost; we believe the former should be weighted at 4 to 5 times the latter.

Coming now to three additional points:

(1) As to an approach to EMI, we have some preference for a joint approach but do not wish to press it if you believe that another approach is better or if the time

factor mitigates against it. It so happens that Mr. Binns is going on a vacation cruise this summer which will leave him in London August 3-16. We realize that this period includes the Bank Holiday so that some of the people important to the negotiations may be away. However, it occurred to him that perhaps at least some of the principals, such as yourself, Mr. Heather, Mr. Macqueen, and Mr. Shoenberg might be in London during some part of the period so that discussions might be at least initiated. If it would be helpful, I am prepared to go over somewhat later, say in September or October, during which I hoped that some progress toward agreement might be reached. It so happens that we have some rather serious license problems in this country which will be coming up during the spring and early summer of next year. These matters are of such importance that we believe it inadvisable to count on any extended absence from the country then and we believe that the Pool negotiations should not be deferred until the late summer or fall of next year, except those dealing with the settling of final details. I would appreciate your views as to whether it would be premature for me to plan a trip over this fall and any other suggestions you might have with respect to a time schedule of negotiations.

(2) Since you have reached the conclusion that no one will have a strong position with respect to monochrome TV in the new Pool unless the EMI patents are extended, do you believe that it may become necessary for the Pool to reduce its royalties with respect to monochrome receivers. If so, would it not be possible, as a partial offset, to increase the royalty rate with respect to color TV, which, of course, would become effective only as and when color TV reaches the commercial stage. In this country RCA has a different royalty rate on color receivers (1¾%) than on monochrome receivers (1¼%) and we ourselves are considering establishing different royalty rates in these two fields.

(3) As to the current situation in Great Britain, could you supply me with copies of circuit diagrams of typical current monochrome TV receivers? Also, if you happen to have a list of important RCA and EMI patents relating to monochrome and color TV receivers, I would very much appreciate a copy. If there is any information along this line which I can supply you, please let me know. For example, RCA has been engaged in this country in a number of infringement suits involving its television patents. We thought them probably to be those which RCA considered to be most important commercially. If this list would be helpful, I think we could probably get from RCA the numbers of the corresponding British patents.

I reciprocate your apologies for the length of this letter but will plead the distance between us and the importance of the subject.

With kind regards.

Sincerely,

.....

Vice President.

LBD:CBS

cc: Mr. J. Binns.

DEFENDANT'S EXHIBIT N. 90.

June 21, 1948

Sir Clifford Paterson, Director
Research Laboratories of the
General Electric Company, Ltd.
Wembley, England

Dear Sir Clifford:

Thank you very much for your letter of May 31, 1948, enclosing a copy of your letter of the same date to our Mr. Crotty and dealing with the question of assignment of certain of the inventions of your company to Hazeltine.

I have taken up this matter with Mr. Dodds and we are very gratified with your assurances that your initial decisions as to whether or not any case should be assigned to Hazeltine are not necessarily irrevocable. What we were seeking to accomplish was merely this; that in case any of these inventions should find utility in home broadcast or television receivers, we should like to be able, if required, to enforce the patents in that field. From that standpoint, it would be easier, of course, if the patents were assigned to Hazeltine at the time of their issuance and it was with that in mind that Mr. Crotty had been anxious to obtain a definite decision with respect to some of the cases which were about to issue as patents. However, from your letter, I gather that in case any such unlicensed use of the inventions in our field should arise, you would be willing to assign the patents to us at least temporarily to enable us to enforce them in this country in our field.

Conversely, it goes without saying, that we stand ready at all times to take whatever steps might be helpful to you to aid you in maintaining your position in these inven-

tions in fields outside of the scope of our Agreement, insofar as we are in a position to do so.

We very much appreciate your letter clarifying this situation for us.

With kind regards.

Sincerely,

.....

President.

JB:Daa

DEFENDANT'S EXHIBIT NO. 91.

LM-517

17 November 1949

To: Dr. B. E. Shackelford, New York.

Subject: E.M.I. Licensing.

Ref: (a) My LM-503 dated 10 Nov. 1949
(b) My LM-506 dated 11 Nov. 1949
(c) My LM-505 dated 11 Nov. 1949

1. Further to ref. (a) and our exchange of radiograms, I visited Shoenberg at his place in the country near Eastbourne where he is spending this week. Dale Harris was also there, and we proceeded to discuss a number of points connected with the proposed agreements.

2. Regarding the sub-licensing agreement, Shoenberg objects to paying any minimum and sees no reason for its inclusion. He says we are sharing in the benefits of a licensing arrangement and if, for example, the pool should cease to exist, why should EMI be obliged to pay a minimum for a non-exclusive license when there might not be enough receipts to justify it. He feels that RCA should also share with EMI the risks involved in licensing. If we

insist he might be agreeable to a very small minimum, and when pressed mentioned perhaps £2,000/£3,000. He was agreeable to a percentage but not to a figure as high as 40 per cent. He spoke of the 25 per cent. which he had offered, but after further discussion said he could not agree to recommend to his Board more than one-third.

It would therefore appear that I could negotiate for this figure for the percentage (which is within the latitude provided) if we are willing to eliminate the minimum or make it so low as to have little significance.

What are your views?

3. Shoenberg confirmed and expanded on what I have already said in ref. (b) concerning his views on the exchange of the results of research. We discussed this matter at some length and he said that McGee and White reported that RCA had shown them nothing which we would not have shown to anyone else, and he mentioned Dr. Jolliffe's refusal to give information on the new small camera tube. Of course Shoenberg said that had any RCA people visited EMI after the talk in April, he would have been willing to show him everything EMI had. I explained the situation and said that I thought the only satisfactory way in which an exchange of this kind could work is by goodwill on both sides and by the value of the contributions which the research personnel concerned are able to exchange with each other. Shoenberg agreed that there is nothing one can write which would force an exchange of what one side might be unwilling to give. However, he explained that in this matter it was a question of what was available to his competition, and his interest primarily was to ensure that EMI was in no worse position than Marconi in regard to the exchange of the results of research. I told him I thought this would be the case, particularly if his men continued to hold the high regard which our people had for EMI research. Shoenberg would like Dr. Jolliffe's

draft letter reworded in some way, which we did not go into, to assure this equivalent treatment of EMI. The actual words in our agreement with MWT on this subject are as follows:

Article II.

"Section 5. RCA shall make available in the United States to MWT and its subsidiaries, upon a non-exclusive basis, and MWT shall make available in the United Kingdom to RCA Photophone Limited or other subsidiary designated by RCA, upon the same basis, the results of research relating to Contract Apparatus carried on by RCA and its subsidiaries or by MWT and its subsidiaries, respectively. Research personnel of RCA and its subsidiaries shall be made available in the United States to MWT and its subsidiaries and research personnel of MWT and its subsidiaries shall be made available in the United Kingdom to RCA Photophone Limited or other subsidiary designated by RCA, for visits and general discussion of research, in each case upon a non-exclusive basis."

What are your views?

4. By virtue of his claim for exclusivity under the pre-1945 RCA British patents and in order to safeguard the operation of the pool, Shoenberg previously had asked for the conditions mentioned in paragraph 16 of ref. (a). On the basis of your radiogram of 11 November, I told him that I thought our lawyers might be agreeable to a clause not to offer more favorable terms, but I felt sure that to require us to pay into the pool any receipts that might be obtained outside would not be acceptable for legal reasons. After much discussion on this matter it was suggested that as an alternative RCA might agree to:

(a) accept from EMI the difference between the sub-licensing receipts payable by EMI to RCA and the amount received by RCA for licenses granted outside the pool;

(b) not to make available or offer license terms at a lower rate than that obtainable from the pool.

On this point Shoenberg agreed that it need not be exactly the same rate and perhaps three-quarters of the rate would be satisfactory, i.e. about 1 per cent. (pool rate is 1½ per cent.). It is important in his view that it should be more attractive for a manufacturer to take a license with the pool, and he points out that this would also be to RCA's interest and advantage.

In this connection he also raised the question of our license arrangement with Pye, and I explained as per the General's radiogram to Fisk. Shoenberg is concerned lest Pye should be in a position, through having a license from RCA, of not joining in any future pool. However, he takes comfort from his conviction that EMI after all possesses exclusive rights under all RCA's British patents on pre-1945 inventions, and he trusts that Pye has not gained the impression from RCA that by their agreement Pye obtain a license under those patents.

5. Another aspect of this matter is the question of imports raised by Article II, Section 2(e) of the draft sub-licensing agreement which states:

> "That EMI shall not restrict any licensee (by written agreement or otherwise) in regard to exports or imports to or from any country."

Shoenberg said that they could not agree to license foreign manufacturers to import into Great Britain, and he says this on the basis of his claim for exclusivity. In their view it would mean the immediate collapse of the whole licensing pool and of the revenue derived from it. They have always had to refuse to license imports from anywhere. British manufacturers are extremely jealous of importers, and although the Patent Act does not specifically support this attitude, there is no doubt that the old idea of patents

giving a monopoly continues today and confirms a basis of a general licensing policy in Britain of using patents to build up trade and keep out cutthroat competition from foreign countries where prices may be cheaper.

If one looks at the Patent Acts, the current Act which expires this year only provides for compulsory licensing if the domestic manufacturer can show that the demands of the home market are not being met. The new Act, which is designed to encourage exporters, provides that a compulsory license can be obtained if the domestic manufacturer is not meeting the demands of the export market. Nothing is said about importers, and by implication it may be argued that the New Act supports the policy of discouraging importers. This is a big subject which I will not discuss further here except to say that it would certainly be a tricky business in the radio field to import into the U.K. in the face of an adverse patents situation.

It is certainly unlikely, therefore that a satisfactory license from the pool would be obtainable for foreign-manufactured sets imported into the U.K.

Would it be possible to delete Section 2(e)?

6. With regard to the conditions of Article II, it is doubtful whether they a[illegible] the licenses granted by the pool, and EMI would [illegible] unwilling to commit themselves to the conditions for anything more than the licenses under RCA's British patents which would be made available by the proposed sub-licensing agreement. In carrying out the conditions, therefore, it would probably be necessary to have a separate licensing form for the RCA patents (which, according to EMI, would not include those for which they claim they already have licensing rights).

7. Another major point which Shoenberg brought up was their need to find some means of earning dollars which Fisk raised and which I mentioned in ref.(c), and for convenience repeat here:

"On this point he (Fisk) said, for example, that whereas RCA would be receiving something for sub-licensing in the U.K., EMI was getting nothing for similar rights in the United States and Canada, and he was very much afraid that the Government people were going to be asking him why it was EMI could not earn some dollars for their patents. I explained, and he knew, that we considered the sub-licensing rights under his patents in the United States were part of the deal and a contribution towards the greater value of our patent situation in relation to that of EMI. Moreover, that we obtained no added income because of those rights, although, of course, as he said, it naturally strengthens our overall position. Nevertheless, Sir Ernest asked that we should give some thought to this matter. I said I did not see how we could help him, but that I thought there were still opportunities for them to earn dollars by the sale of inexpensive television receivers in the United States, and we discussed this matter briefly."

Shoenberg spoke of his difficulties in convincing his people that RCA's proposals were intended as a genuine desire to come to an agreement with EMI, and said that it would help him enormously both with his people and with the Government if he could show that EMI got something for sub-licensing rights under their U.S. patents.

What are your views?

8. With regard to MOV, we discussed the draft very briefly and Shoenberg said he thought the percentage was too high. I countered by saying that we had already reduced it from 3 per cent., and took the opportunity of saying that after consideration we proposed not to include transmitting tubes, and for that reason I would be able to meet him on the matter of the minimum since he had also thought that on the high side. Shoenberg raised no objection to this, but pointed out that the turnover figures which he had given would be appreciably less by exclusion of the transmitting field, but was unable to say by how much.

It was left that we should later discuss the matter further with him and some of the MOV people.

9. We did not discuss further Australasia, nor did I raise the matter of the Photophone field. Having made his major points Shoenberg became rather tired, and we adjourned with the idea that I should call him sometime next week when he expects to be back in London.

The key of the situation is the question of exclusivity, which is discussed separately. If it appears likely that there is going to be some appreciable delay in advising me of your views on the several points herein raised, I should like to be informed immediately.

C. G. Mayer.

cc: Dr. B. F. Shackelford.
Dr. C. B. Jolliffe.

DEFENDANT'S EXHIBIT NO. 92.

2 Jan. 1950

To: Dr. B. E. Shackelford, New York.

Subject: E. M. I. Licensing.

Ref.: (a) Yr. Ltr. dated 15 Dec. 1949 (EMI Sub-Licensing, re my LM-535)
(b) Yr. Ltr. dated 15 Dec. 1949 (EMI Cross-Licensing, re my LM-540)
(c) Yr. Ltr. dated 16 Dec. 1949 (EMI Sub-Licensing, re my LM-538)
(d) Yr. Ltr. dated 16 Dec. 1949 (EMI Sub-Licensing, re my LM-539)
(e) Your radiogram dated 29 Dec. re my LM-542.
(f) My LM-362 dated 6 Dec. 1948.
(g) Yr. Ltr. dated 22 Nov. 1949 (EMI Claims to Licensing Rights).

1. Thank you for your letters, and I fully understand your remarks that these are privileged documents for my own use for negotiation purposes.

2. I met again with Shoenberg and Dale Harris today (30 Dec. 1949) and carried on our discussions. Without going into the several points of detail previously raised, it seems that we have reached an impasse on fundamental issues which will have to be circumvented before we can make any further progress.

It all hinges on the matter of exclusivity concerning pre-1945 RCA inventions, which has been discussed at some length in our past correspondence. You have already noted that Shoenberg considers that the important thing is not the question of exclusivity as such, but how it expresses itself in the proposed agreements. While on this point I would add that, as requested in ref. (a), I told him that RCA intends to continue to make its patents non-exclusively available to all responsible parties who may apply for such licenses.

The present state of our negotiations is as follows:

Sub-Licensing Agreement.

3. Shoenberg is prepared to arrange for a separate licensing contract in regard to post-1945 RCA patents which incorporates the non-restrictive conditions proposed by RCA, and recognizes that RCA is entitled to license direct.

Shoenberg is not prepared to agree that pre-1945 RCA inventions can be included in either of the above licensing arrangements. He claims that these are already included in the existing pool agreement under the conditions imposed by the contracts.

The two major difficulties arising out of the pool agreement are (see enclosure to ref. (f)):

(a) Article 7 which states "Unless otherwise agreed no licenses are hereby agreed to be granted to

import radio apparatus into the United Kingdom or to deal in in the United Kingdom imported radio apparatus or radio apparatus containing imported component parts to an extent exceeding in value 10 per cent of the retail list price of such radio apparatus except in each case samples and experimental models for the use of the parties hereto".

(b) Article 18 which states "No license shall be granted by any party hereto for radio apparatus in the British Isles in respect of the period from 1 April 1948 to 31 December 1952 except in accordance with the decisions of the Committee or . . ."

With respect to (b), Shoenberg says it is understood by all members of the pool that the RCA patents can be regarded just as EMI patents, i.e. that they will not be available except through the pool.

Thus, Shoenberg cannot agree that any license under RCA patents included in the present pool license can be made available except through the pool. In his view, to agree otherwise would have the effect of "busting" the pool.

4. In response to your query, I have to confirm that there is a maximum royalty figure provided in the pool agreement, as indicated in para. 11(n) of the "Terms of the Agreement" enclosed with ref. (f).

I am informed that the only changes in this document are the addition of Standard Telephones & Cables as one of the grantors, and the increase in the maximum royalty figure from £10,000 as stated, to £15,000.

In addition to this agreement and to the A6 license, I understand that there are three side clauses which can be added (copies of which have been promised):

(a) to provide for half the royalty rate for exported sets;

(b) to waive the royalty entirely on the export of sets of parts, and

(c) to provide for the maximum royalty.

With regard to (c), I was told that so far it has not been included in an agreement with any manufacturer who has not put patents into the pool. It appears that there are manufacturers, Ferranti and Ekco were mentioned, who have put their patents into the pool for a consideration, but who are not parties to the pool agreement.

5. Shoenberg is prepared if necessary to consider a separate license contract for pre-1945 RCA inventions provided that (a) the restriction as regards imports into the U. K. remains, and (b) the royalty rate which RCA charges for direct licensing can be agreed and not changed without EMI agreement.

6. Shoenberg cannot and will not understand our insistence upon invoking an interpretation of Section 9 of the 1935 Agreement a sregards exclusivity in pursuing our claim that restrictions may not be imposed in licensing under RCA's patents. He thinks we are chasing the shadow for the substance, and pressing a case for ideology where it is not necessary.

He says that he is still anxious to come to an arrangement with us even though we have nothing to contribute pre-1945 which EMI does not already have. He is willing to give us a share of the licensing receipts on the basis of the proposed 10-year agreement and the value of our post-1945 patents. He considers that there need not be any necessity for the pre-1945 patents (inventions) to be mentioned in either the A6 pool license nor in a direct license issued by RCA.

7. The direct license available from RCA could be a non-exclusive license under post-1945 patents, and could

include the non-restrictive conditions. The present pool agreement says nothing about EMI having exclusive rights: it states that for the period from 1 April 1948 to 31 December 1952 EMI "is entitled to grant or procure others to grant licenses . . . under all British patents present and future on inventions made and conceived by RCA prior to 1 January 1945."

8. Since the British pool agreement and the resulting license contracts are matters over which RCA has no control because EMI possesses and has possessed for many years the right to grant sub-licenses under pre-1945 RCA inventions, Shoenberg does not see how RCA can be criticised from the point of view of the Sherman Act for the restrictive conditions which are contained in the existing British licensing arrangements.

If RCA has already made commitments in its licensing agreements with others with regard to pre-1945 RCA inventions, Shoenberg says this need be no hindrance to arriving at some satisfactory arrangement.

9. Looked at in Shoenberg's way the vexed question of exclusivity arises only indirectly. The proposed draft sub-license agreement does not directly differentiate between pre-1945 and post-1945 patents, which are defined in the draft as "patents owned by RCA and/or its subsidiaries during the term of this agreement, with respect to which and to the extent to which, and subject to the conditions under which, RCA shall have the right to grant rights to EMI during the term of this agreement". The need for the interpretation of this definition may never arise. The draft agreement might then be acceptable, subject to waiving of the minimum, and a provision that if RCA makes available to others a rate less than an agreed percentage RCA would give EMI a proper reduction, and some other minor changes.

Cross-License Agreement.

10. EMI have now realized more completely that the effect of Article II is to take away (by Section 1) their entire sub-licensing rights because of cancellation of the 1935 Memorandum. It is this section rather than Section 2 which terminates any rights EMI has by the contentious Section 9 clause of the 1935 Agreement, and this appears to be borne out by ref. (g).

By the 1935 Memorandum EMI had sub-licensing rights in the EMI fields for reception and transmission. Section 2 of Article II seems to leave them only with a non-exclusive license for themselves, because of the effect of Section 1. The proposed draft sub-license agreement would restore and extend the sub-licensing rights (non-exclusively), but EMI would lose any rights they may have had to sub-license in the EMI field of transmission. If so, this does not seem to be in line with your remarks in para. 8 of ref. (g).

11. Shoenberg wonders whether it is necessary or desirable to cancel the 1935 Agreement if by so doing it causes an embarrassment with respect to the restrictions imposed by licensing through the pool in the U. K.

For the same reasons as outlined for the draft sub-licensing agreement, Shoenberg refused to agree that Article III of the proposed draft cross-license agreement represents our residual rights under the 1935 Agreement, and so we are back again to the interpretation of Section 9 (1935).

12. In regard to granting RCA an option to sell in the entertainment field in the U.K., Shoenberg regards this as a license to import, which he claims he cannot do without "busting" the pool. Nor does he wish television transmitters to be included (along with Photophone and occasional sales of Engineering Products) as a matter of right

for RCA to sell in Great Britain without the payment of additional royalty for EMI patents, as outlined in para. 5 of ref. (b). Shoenberg wishes to consider this question further.

13. In this connection I would like to query whether your para. 5 should not also require the right to manufacture as well as sell, in order to cover more fully the potential activities of Photophone Ltd.

14. Shoenberg also desires to think over whether the provision relating to samples should be included in the agreement.

15. Shoenberg would prefer to include dielectric heating, broadly to widen the scope of the agreement.

Exchange of Research.

16. In accordance with your radiogram of 5 December, I advised Shoenberg that the decision had been made not to contact research exchange beyond Dr. Jolliffe's letter, etc. His reaction was that this represented a refusal to give EMI the same exchange of information as we were willing to give to [Illegible] (see para. 3 of L.-517). Schoenberg thinks that it might perhaps be better not to have the kind of "accidental" exchange provided for in the letter. Courtesy visits and discussions could take place by arrangement from time to time as might be desired.

Interdependence of Agreements.

17. The question was also raised as to the interdependence of the various draft proposals on each other. Shoenberg said he was prepared to discuss each agreement separately, although in passing he mentioned that our decision as regards exchange of research might in the final analysis affect his desire to come to some agreement.

C. G. Mayer.

cc: Herewith.

DEFENDANT'S EXHIBIT NO. 93.

Letter from Mr. MacDonald
To Mr. Heather—GEC

Draft 10/29/52
LBD:cf

Re: Hazeltine—GEC Agreements

This will acknowledge with thanks your letter of October 24, 1952, containing a very complete report of operations under the A-5 and A-6 Pools and negotiations toward the formation of what, I would suppose, would be the new A-7 Pool.

At the outset, I should like to express our very sincere appreciation of your very able management of this joint venture. We are most gratified at the results of the Pool operations to date. I will write you separately with respect to the disposition of the accounts to date as well as the handling of the further tax refund claims.

Coming now to the negotiations toward the formation of the new Pool, we want to assure you that we would be most happy to continue our joint participation with you in the Pool and authorize you to advise the Pool that our patents will be available through your company for inclusion in the Pool, subject to certain fundamental understandings:—

(Should there be an annual revaluation of the point system?)

1. That the allocation of Pool shares to your company and ours jointly is satisfactory to both of us. We believe that this joint share should be increased. Although we note that you feel that the Hazeltine patent situation may have been weakened during the term of the A-6 Pool, we believe this to be true also with respect to the patent holdings of the other Pool members.

2. That the licenses to be granted under the new Pool carry a rate of royalty no less than the licenses under the A-6 Pool.

3. That the term of the new Pool be for five (5) years.

With respect to the division of the proceeds of the Pool between your company and ours, we accept the principle that our share may be less than the 50-50 split applicable to the A-6 Pool. However, we would prefer deferring the negotiation of this point until we have had an opportuinty of reviewing the actual facts. Mr. Dodds has written Mr. Cornock requesting information on the British television receivers which he has examined to enable us to check the relevance of the Hazeltine British patents to current receiver designs in Great Britain. We are confident that we can reach a fair settlement with you as to the division of Pool proceeds on an amicable basis.

With respect to the EMI proposal that the allocation of proceeds among the Pool members should be on the basis of an evaluation of the individual patents of the several Pool members, limiting the value placed on any given patent within a range of from 1 to 5 points, we feel that such an evaluation system may be helpful as one factor in arriving at an allocation, but we are not in agreement that it can fairly be used as the sole factor in arriving at a final allocation. For example, Hazeltine has what we believe to be a completely dominating position in the field of color television, which may reach a commercial stage within the term of the next Pool. If any minor improvement patent having even a slight commercial use or having a probable prospective use were allotted one point, we believe that certain of our basic patents in the color television field should be allotted a great many times five points.

We are pleased to learn that you would like a continuation of the License Agreement and Service Agreement and would, of course, be glad to continue them.

Summarizing, then, our position is generally as follows:

1. We would prefer to join with your company in an agreement with the new Pool.

2. We agree in principle to a reduction in Hazeltine's share of the net income from the joint venture but we are not in a position at this time to make any definite proposal in this respect.

We would appreciate your general reaction to the foregoing discussion which, we regret, is somewhat indefinite at this time.

With kind regards.

Sincerely,

DEFENDANT'S EXHIBIT NO. 94.

(Letterhead of Marconi's Wireless Telegraph Company, Ltd., Marconi House, Strand, London, W.C.2.)

13th December 1926

David Sarnoff Esq.,
The Radio Corporation of America,
233, Broadway,
New York.

re Freed-Eiseman Radio Corporation.

Dear Mr. Sarnoff,

I have your letter of the 29th November, and in the first place I would like to assure you that the report in the "New York Times" is—like the famous report of the death of Mark Twain—"very much exaggerated" and altogether premature. The facts are as follows:—

Freed-Eiseman Radio Limited applied to us for a license, and we sent them our usual form of license agreement (a

printed copy of which is hereto attached for your information), and at the same time asked that they should deposit the necessary security, and also sign an undertaking not to import, the licence being only for manufacture in this country.

They have signed the Licence Agreement, but have not sent the security nor signed the undertaking not to import. We therefore wrote them on the 7th December asking for the omissions to be made good. Up to this date, therefore, they are not licensed.

You will see in Clause 2, para. (1) of the printed Licence that the licensee undertakes "to manufacture in Great Britain and not elsewhere *all* apparatus required under this licence."

In addition to the above, we call upon our licensees to sign a separate undertaking not to import.

You are perfectly right in your assumption that we should not knowingly assist any company to sell in England under the protection of our patents apparatus manufactured in the United States infringing your patents. Of course, it is sometimes very difficult indeed to check importation because so many importers manage to get past our patents by dealing in components, and it is not easy to draw the line so as to mark off where the component ends and the assembled instrument begins, but we are doing our best to rope in those who are trying to dodge us by resorting to components.

Again, as a matter of policy, we generally prefer to give a licence without investigating too meticulously into these matters, unless indeed the offence is open and glaring, because once a firm is bound to us as our licensee he cannot question the validity of our patents, and it becomes very much easier to deal with him.

You may take it that I shall always be very glad to help

you in any way possible in cases such as the above that you may bring to my notice, and if there is anything further I can do in this matter, please let me know.

With kindest regards,

Yours sincerely,

I. Shoenberg.

P. S. As it is rather a delicate matter to give information about a prospective licensee which, in the ordinary course, we should not do, I would ask you to be kind enough to regard the above information as being strictly confidential. If you would wish to publish it in any way, I should be obliged if you would first consult me.

Am. Enc.

DEFENDANT'S EXHIBIT NO. 95.

(Letterhead of Marconi's Wireless Telegraph Company Limited, Victoria Embankment, London, W.C.2.)

18th September, 1933.

Messrs. Western Electric Co. Ltd.,
Bush House,
Aldwych,
London,
W.C.2.

Hazelpat Limited.

Dear Sirs,

We have pleasure in advising you formally, that arrangements have been concluded whereby the present and future British patent rights of Hazelpat Limited are added to the A.4 Licence. These rights cover those of the Hazeltine Corporation and those originating from the Philco Radio & Television Corporation of Great Britain Limited and

Majestic Electric Company Limited. The following is a brief summary of the arrangements in question, insofar as they may affect the existing Pools and the A.4 Licence.

1. Hazelpat will have a representative on the respective Committees of the Broadcast and Radiogram Pools.

2. Hazelpat will receive 10% of the total divisible profits arising from the Broadcast and Radiogram Pools, with a guaranteed minimum (total) of £5,000 per annum.

3. The revenue from existing licences under Hazelpat's patent rights will be paid into the Pools. Such licences will, however, be cancelled where possible, except in the cases of Philco and Majestic.

4. The Pools will pay to Hazelpat 10% of the respective royalties paid by Philco and Majestic under their licences mentioned in (6) below.

5. Members of the Pools are to have a free Licence under Hazelpat's patents.

6. Philco and Majestic will each take as from September 1st 1933 the A.4 Licence, subject to the under mentioned proviso, but there licenses are to be treated as one licence for the purpose of calculating royalties.

7. Referring to the negotiations which are proceeding with the R.M.A., Philco and Majestic are to have the benefit of any arrangement which may emerge including the payment of royalty on a percentage basis subject to the income from the Pools reaching a certain figure.

8. Philco and Majestic may import up to May 31st next a total of 35,000 sets subject to the same royalties as if they had been manufactured in England.

Acceptance of the A.4 Licence will not restrict Philco and Majestic from importing in any year after May 31st 1934 sets incorporating a number of valveholders not exceeding 10% of the number of valveholders incorporated

in receiving sets sold in Great Britain in such year, and subject to the same royalty. If the sets imported exceed the said 10% then the royalty payable on such excess shall be doubled for the next 5% and so on progressively.

9. No Licence is granted to Philco or Majestic for valves. Members of the Pools shall, subject to six months' notice and to certain other limitations, be free to take action for infringement in respect of any unlicensed valves used in the future.

The agreement also provides for the cessation of existing litigation and for a settlement in respect of receiving sets and valves imported and sold up to August 31st last.

We shall be glad if you will kindly advise us formally whether you are in agreement with the described arrangements, which agreement would, of course, include your appropriate participation in the payments to be made under paragraphs (2) and (4) above.

The matter is urgent as it is proposed that on behalf of the Pools, we should public a short statement in the next issues of the "Broadcaster" and "Wireless Trader" respectively. Perhaps you will let us know also, at your early convenience, whether you agree this procedure.

Yours faithfully,

F. C. Topham.

DEFENDANT'S EXHIBIT NO. 96.

January 21, 1948.

Mr. M. M. MacQueen
The General Electric Co., Ltd.
Magnet House
Kingsway
London W.C.2, England

Dear Mr. MacQueen:

Please accept my sincere thanks for your letter of December 11, 1947 and the report of your Patent Department which was enclosed with it. The possibility of my being able to visit England this year is very remote. If, in your opinion, the situation should become urgent enough to require it, I will try and arrange matters here so that I can come over.

Irrespective of my availability, I think we can proceed to develop the situation by correspondence. From your letter and the report, I gather there is an excellent possibility the Pool will be renewed, consequently, we should first consider the matter from that point of view.

We are in full accord with the final paragraph of your letter and therefore we agree that you should be in the position of stating unequivocally that you are exploiting the Hazeltine patents under the provisions of Paragraph 2 of the Hazeltine-General Electric Company renewal agreement of July 24, 1945. This will enable you to continue your discussions with the other Pool members as the owner of a "complete package of rights" consisting of the GEC and Hazeltine groups of patents.

We now come to your proposal for the distribution of the royalty income which will materialize from GEC's combined share in the event the Pool is established. From your

letter, I take it that you are in agreement with the recommendation made in the report of your Patent Department—namely, that GEC and Hazeltine should share equally in the royalty income from the Pool. All in all, we think this is a very fair arrangement. We agree that in view of the many uncertainties that no attempt should be made at this time to establish a fixed sum as an annual guarantee to Hazeltine.

Under the circumstances, you may, therefore, consider this letter as your authority to proceed with the Pool negotiations with the assurance that Hazeltine Corporation will agree that you have the exclusive rights under its British patents for such purpose in consideration of Hazeltine receiving one half of GEC's royalty income from the Pool derived as a result of the combined contribution of GEC and Hazeltine patent rights to the Pool.

We are doing this fully convinced that you will use every endeavor to secure the highest possible share in the Pool in your negotiations with the other members. The formal agreement putting this understanding into effect can be drafted at a more convenient date. This can either be in a comprehensive single document (depending upon Fearnley Owen's advice on the tax matter) or as a supplemental agreement to the existing documents. I cannot foresee any difficulty on this score, whichever way is most desirable.

In the event a new Pool fails to materialize, our desire would be to work with you if at all possible. Therefore, we could reexamine the whole matter if such a contingency should arise.

We all wish you success in your negotiations with the Pool. We feel that the Pool is the best solution for Great Britain, particularly if it will extend its services by establishing either an engineering service or a technical information service—preferably both.

I sincerely trust that Mr. Heather has completely re-

covered. All of us in Hazeltine wish you and all in GEC a most happy, prosperous and healthful New Year. We also hope that Britain has seen the worst of the trial that have beset her and that she is now on a smooth highway to prosperity.

With every good wish

Yours very sincerely,
Hazeltine Corporation,
President.

JB:OJO

DEFENDANT'S EXHIBIT NO. 97.

G. E. C. Patent Department,
Research Laboratories of the
General Electric Company, Ltd.,
Wembley.

23rd February, 1951.

Confidential.

Fearnley Owen, Esq.,
Messrs. Faithfull, Owen & Fraser,
St. Michael's Alley,
Cornhill,
E.C.3.

Hazeltine Corporation.

Dear Mr. Owen,

You have written several times about various matters connected with the Hazeltine Corporation, and I am exceedingly sorry that a reply has been so long delayed. May I begin with the matter raised in the copy-letter from Mr. Binns enclosed with your letter of November 13th, where he asks about the Pool position, as it is the simplest to deal with.

I am enclosing spare copies of the following Agreements, as it may save you the trouble of making further copies. (I believe Mr. Lowry may have the copies we supplied in connection with certain Hazeltine's applications for extension, but they may all have been lodged with the Patent Office, leaving none on his file).

1. Main Pooling Agreement; 31st August, 1948.

Parties:	E.M.I.	G.E.C.
	B.T.H.	Marconi
	Philips	

This is the basic Agreement, running until the 31st December, 1952. The relative shares of the Parties are set out in Clause 11(o); but they are in effect modified by a confidential arrangement between E.M.I. and the G.E.C. whereby they pay us (from their share of Pool income) such sum as brings our share up to 33/30ths of that provided for in the document. (The actual present consolidated shares, after inclusion of other Parties, is given later in this letter).

2. Addition of S.T.C.: 4th February, 1949.

By this Agreement, S. T. C. became licensor members of the Pool, being allocated 20 Points holding.

3. Modification Agreement: Effective date, 4th February, 1949.

Parties:	E.M.I.	G.E.C.
	B.T.H.	Marconi
	Philips	S.T.C.

Agreement No. 3 provides that, instead of £25,500. the quasi-limit shall be £15,000.

4. Pye Supplement: 16th March, 1949.

Pye having taken an A.6 Licence, they are by this Agreement admitted as Licensor members with a share equal to 6.75/195.25 of total net Pool revenue received by:

E.M.I.	Marconi
B.T.H.	S.T.C.
Philips	Pye
G.E.C.	

5. Murphy Supplement: 23rd March, 1949.

Murphy are admitted, similarly, as Licensor members, with a share equal 4½% of the total share of net Pool revenue received by:

E.M.I.		Marconi
B.T.H.		S.T.C.
Murphy	Philips	
G.E.C.		

6. E. K. Cole Supplement: 16th June, 1949.

E. K. Cole Ltd. are similarly admitted with a share equal to 2½% of the total net share of revenue received by:

E.M.I.	Marconi	Pye
B.T.H.	Philips	S.T.C.
G.E.C.	Murphy	E.K. Cole

7. Cossor Supplement: 3rd March, 1950.

A. C. Cossor, Ltd. are similarly admitted with a share equal to 3% of the total net share of revenue received by:

E.M.I.	Marconi	Pye
B.T.H.	Murphy	S.T.C.
G.E.C.	Philips	Cossor

8. Cinema-Television Supplement: 8th March, 1950.

C.-T. Ltd. puts its patents at the disposal of the Pool for licensing purposes in consideration of a reduction of 51.⅓%. in the standard rate of royalty which it would otherwise have to pay to the Pool.

I believe the effect of this somewhat complicated series of Agreements is this. Let X be the net amount receivable by "the Eight Parties":

E.M.I.	G.E.C.	Murphy	Pye
B.T.H.	Marconi	Philips	S.T.C.

then Cole and Cossor are respectively to receive:

$$\frac{2.5}{97.5}\,X \quad \text{and} \quad \frac{3}{97}\,X$$

according if I be the total net Pool revenue,

$$I = X + \frac{2.5}{97.5}\,X + \frac{3}{97}\,X$$

whence $X = I : \left(1 + \frac{2.5}{97.5} + \frac{3}{97}\right) = 0.946\ I$, approximately.

Similarly if "the Six Parties":

E.M.I.	G.E.C.	Philips
B.T.H.	Marconi	S.T.C.

receive Y as their part of the net revenue, Murphy is to receive $\frac{4.5}{95.5}\,Y$ and Pye to receive $\frac{6.75}{195.25}\,Y$, so that:

$$X = Y + \frac{4.5}{95.5}\,Y + \frac{6.75}{195.25}\,Y = 1.082\ Y, \text{ approximately}$$

whence:

$$Y = 0.924\ X = 0.875\ I, \text{ approximately.}$$

The sum Y is then divided between the six parties in proportion to their points allocations, as follows:

	Points	Relative %.	Share of Revenue, I
E.M.I.	95	50.40	0.441 I
B.T.H.	5	2.65	0.023 I
Philips	25	13.26	0.116 I
G.E.C.	30	15.92	0.139 I
Marconi	13½	7.16	0.063 I
S.T.C.	20	10.61	0.093 I
	188½	100.00	0.875 I

Then finally, as mentioned above, the confidential adjustment between E.M.I. and G.E.C. (of which the remaining Parties are unaware) is to be made.

As regards Mr. Binns' enquiry about the success of the Pool in attracting licensees, I can only give a somewhat general answer. The present position is that about 90 manufacturers have taken licences, that the Pool is keeping a careful watch on the activities of non-licensees, that an infringement action is in progress against Sobell Industries Ltd., and that other infringement actions are contemplated —Counsel's advice having been taken in regard to at least one such Action. The expenses of these proceedings are being divided among the licensors in proportion to their respective shares of Pool revenue. Broadly, therefore, my understanding of the position is that the majority of manufacturers of any importance have taken licences; and you will see that the Pool is being active in its steps to stop infringement. I hope this summary will give Mr. Binns the information he wants; but if he wants more than this, I will ask Mr. Topham and try to supplement it.

I hope to be able to write to you within the next week about the new Agreement.

Yours sincerely,

(Sgd.) A. F. Cornock.

DEFENDANT'S EXHIBIT NO. 98.

Received Dec. 1948. B. E. Shackelford

Marconi's Wireless Telegraph Company Limited,
Marconi Offices,
Electra House,
Victoria Embankment,
London, W.C.2.

Air Mail
Surface Mail

15th December, 1948.

Dr. B. E. Schackelford,
Director, License Department,
R.C.A. International Division,
745 Fifth Avenue,
New York 22, N.Y.,
U.S.A.

EXT/MD/1260

Dear Dr. Shackelford,

In reply to your letter of December 2nd regarding the British Broadcasting Receiver Pool, I have pleasure in informing you:—

1. After considerable discussion within the Pool, it has been decided to begin operation of the new Pool without a maximum for either patent holders or licensees. This is the present procedure.

2. The licence from the patent holders of the Pool is exclusive in the sense that no patent contributor to the Pool can license outside the Pool for the field of the Pool. See outline sent by Mr. Mayer & older "New Pool Agreement 8/31/48 EMI, BTH, Philips, GEC, MWT, EMI, 184.

I hope that the foregoing provides the information you desire.

Yours sincerely,
D. Birney,
External Relations Division.

DEFENDANT'S EXHIBIT NO. 99.

Hazeltine British Patents Corresponding to U.S. Patents of Interest in Current Receivers (Not Color)

U.S. Patent	British Patent
2,463,229	593,393
2,547,648	623,431
2,784,249	697,819

DEFENDANT'S EXHIBIT NO. 100.

8, Queen's Gate, S. W. 7. London, England.

March 31st. 1931.

Mr. Paul B. Klugh,
The Zenith Radio Corporation,
Thirty-six Twenty Iron Street,
Chicago,
U. S. A.

Dear Mr. Klugh,

I was very interested indeed to receive your letter of March 10th. replying so promptly to my suggestion with regard to the marketing of your sets in this Country.

The details you enclosed of your new sets are most interesting and if circumstances allowed I think they would go extraordinarily well in this Country.

It is a curious thing, however, that between the time I wrote you originally and this present letter a complete change has come over the situation of this side in regard to the import of Foreign Radio Apparatus.

Perhaps it would be useful to you to know the exact position so far as I can ascertain it at the moment when you can judge for yourself whether it it worth while giving the matter any further thought at all.

There is no doubt whatsoever in my mind that your sets would sell in good quantities in this Country and moreover your price is right, as allowing for a discount of not less than 50% and 10% and adding freight and duty they would sell here at prices that are competitive with British sets of considerably less efficiency. So far so good but the deciding factor is that of Licences.

Up to quite recently there seemed to be no real difficulty about getting into this market. Majestic, Philco, Peerless, Crosley and other have got in with apparent ease and the two former have sold amazingly well and apparently without the holders of the Radio Patent here taking any action. That, however, was due to the fact that there was a fight between the two groups claiming the rights under these Patents. (a). The Marconiphone Group including H.M.V. who, as you know, are the English Associates of the Victor Company and, therefore, really controlled by R.C.A. and (b) Standard Telephones and Cables who are a subsidiary company of the International Tel. & Tel.

Within the last week or ten days the quarrel has been finally patched up I believe and the Patents pooled so that a joint Licence is now being issued to everybody by the two groups above-mentioned.

My relations with Group (b) are most friendly and intimate and I approached them with regard to this matter when I was informed that under the new arrangements no Foreign sets would be permitted to come into this Country unless the Manufacturers controlled a British Company and/or manufactured to some extent in this Country which points to the fact that ordinary import is likely to be barred completely. Whether they could substantiate that attitude eventually in a Court or not, there is

no doubt that they could obtain an Injunction pending legal action.

They base their claim to control the situation on the possession of the Patents relating to the super-heterodyne circuit, the smoothing circuit and push-pull amplification. As all these are absolutely necessary for the modern set it seems that they have got a strong hold on the situation.

In view of the position outlined in this letter, therefore, it looks to me as though there is no possibility of your getting into this market at all unless you get control of a British Company. That, of course, is not impossible as owing to the bad times recently experienced here there are one or two firms with quite good reputations and with good factories who, owing to lack of capital, have found themselves in difficulties. One of them is, of course, the Burndept Company which is the oldest Radio Manufacturing Company in this Country and I believe the whole of their assets, Factory, Premises, Land, Plant, Machinery, Inventory, Debtors could be purchased for a quarter of a million dollars. The Company is at present capitalised at ¾ million dollars. Probably you will think this far too expensive a method of gettin ginto the market and it may be that that view is the right one. There is no doubt, however, that Majestic and some of the others who are already in and are taking out Licences will do very considerable business in this Country from now onwards.

I hope this information will interest you and if you think it worth while carrying it any further I shall be only too glad to give you any further details you require.

Perhaps you would be so good as to address any further communication to me C/o. The Royal Automobile Club, Pall Mall, S.W.1. as my home address may shortly be changed.

With best wishes, believe me,

Your sincerely,

Illegible.

DEFENDANT'S EXHIBIT NO. 101.

November 13, 1933.

Mr. F. C. Topham, Asst. General Mgr.,
Marconi's Wireless Telegraph Co., Ltd.,
Electra House,
London, W. C. 2, England.

My dear Mr. Topham:

Thank you very much for your letter of October 31, reference P/T 24876, in which you have explained the current situation regarding the Patent Pool.

You have indicated that when the percentages have been fixed and the licenses issued you will send me full particulars. I appreciate this very much and will look forward to the receipt of same when you are in a position to release them.

With kindest personal regards and best wishes, I am

Yours very truly,

Zenith Radio Corporation,
S. T. Thompson.

STT:S

(Letterhead of Marconi's Wireless Telegraph Company Limited, Victoria Embankment, London, W. C. 2.)

31st October 1934.

S. T. Thompson, Esq.,
The Zenith Radio Corporation,
6001, Dickens Avenue,
Chicago, U. S. A.

Future Licensing.

Dear Mr. Thompson,

In reply to your letter ref. STT:S of the 18th inst. I am afraid that I am still not in a position to give you definite news. Although the old Pool expired on August 28th last, no new licence has yet been issued, but it is well under way.

It may be taken as certain, however, that whatever the final form of licence may be, there will be no licensing of imports—except in the sense that some percentage of imported components may be incorporated in an English manufactured instrument.

As soon as the above percentage has been fixed and the licence issued, I will send you full particulars.

With kindest regards,

Yours sincerely,

Marconi's Wireless Telegraph Co., Ltd.,
F. C. Topham,
Assistant General Manager.

T/PM

DEFENDANT'S EXHIBIT NO. 101-A.

(Letterhead of R. A. Rothermel, Ltd., Canterbury Road, London, N. W. 6.)

December 7th, 1934.

Zenith Radio Corporation,
3620 Iron Street,
Chicago, Ill., U. S. A.

Attention of Mr. Hefter.

Dear Sirs,

We are in receipt of your letter of the 20th ultimo: in regard to your radio products.

To be quite frank, we do not see any possibility of marketing your product in Gt. Britain under the present licence and patent situation. To be sure, American sets are being sold here, but it is a boot-leg proposition, run by the East end Jews who can afford to take chances which people who operate in legitimate business cannot do.

I suppose after your rather unfortunate experience of having Zenith sets made in this country, you would not care to consider another proposition along the same lines. You, unfortunately, fell into the wrong hands, but if a similar arrangement can be made with a firm like ourselves I have no doubt but that today Zenith sets would be one of the largest selling lines in Gt. Britain.

May I suggest that in sending out printed matter in the future you will see that the price list corresponds to the leaflet which you send out. I find described in the leaflet the following models which are not mentioned in the price list: 870 - 861 - 850 - 845 - 827 - 825 - 871 - 829, and I find quite a number of items mentioned in the price list which are not detailed in the letflet. Furthermore, you do not

mention any export discounts and even though I assume that these are 50-16%, there is nothing to show that this is correct.

We are always glad to hear from you and only wish there was some way to market your very attractive products in Gt. Britain.

Yours very truly,
R. A. Rothermel Limited,
R. A. Rothermel,
Director.

R/MB

DEFENDANT'S EXHIBIT NO. 102.

(Letterhead of J. Toubkin, Manchester, 3.)

28th May, 1936.

Messrs. Zenith Radio Corporation,
Export Dept., 3620, Iron Street,
Chicago, Illinois,
U. S. A.

Dear Sirs,

I beg to thank you for your letter of the 14th May with reference to our negotiations with Messrs. Marconi and have pleasure in handing you herewith a further reply, which we have received this morning, also the specimen of the agreement form.

As you will observe, they would not allow the importation of components in excess of 7½% of the retail selling value, which is, of course, approximately 15% of the import price. I believe that even although this makes matters a little difficult, it should still be possible to handle the job satisfactorily. We should, of course, have to have the cabinets and loudspeakers made in this country,

which would present no difficulties at all, and we could import the chassis complete, and if necessary have the mains transformers wound here. I am sure they would not be particularly keen as regards the actual proportion, and even if 25% were imported, there would be no trouble at all, and on that basis we ought to be able to handle the matter with a minimum of parts being manufactured here. It is, of course, most important that the chassis should arrive here as complete as possible.

I should like to mention for your guidance that the Pool has now made a determined drive during the last month or so against all importers of American receivers, and under the circumstances, I am afraid it is going to be absolutely impossible for me to handle your receivers any longer unless such an arrangement can be arrived at. The fact is a lot of my customers have already been threatened, and I expect trouble any day. It is not only the fact that they are attacking individual customers, but the fact that they will immediately advertise in the trade papers to the effect that the Pool has obtained an injunction against the undermentioned firms for handling "Zenith" receivers, and such an advert would immediately kill the trade of "Zenith" receivers in the whole of Great Britain as it has done in cases of other receivers as, for instance, "Emersons", etc. This is bound to happen within the next week or two, and under the circumstances, I am very pessimistic indeed about the future.

It is, therefore, most imperative and important that you give this matter your very careful consideration and decide what to do immediately. There is also a very bright side to the proposal of manufacturing here, namely the fact that at least three or four of the largest manufacturers in this country have decided to discontinue supplying wholesalers and to supply direct to the trade only. This would assist us in so far that we have already been approached

by some very large wholesalers, who used to run British sets only and who have now been left out of it and who would be prepared to undertake distributor-ships in various towns and districts on a basis of placing a substantial contract right away. I believe I am safe in saying that with a reasonable amount of advertising and considering the goods could be sold as "Made in England" and that they are licensed with the Pool, we could, without fear or exaggeration, take it for granted that our sales would be 10-fold of what they have been last year.

I must, however, point out again that it is extremely important to have this matter settled without delay, and I, therefore, hope to hear from you at the earliest possible moment.

I must repeat again that our works have exceptionally good facilities and plenty of room for testing, handling and assembling such receivers at an absolute minimum of expense, as our overhead is extremely low, and this part of the business, therefore, would present no difficulty.

Trusting to hear from you,

Yours faithfully,

(Illegible.)

MT/NC

(Letterhead of Marconi's Wireless Telegraph Company, Limited London, W. C. 2.)

26th May, 1936

Please Address the Company and Refer to P/T 17655

Turnpress Limited,
Cornwall Street,
Openshaw,
Manchester, 11.

Dear Sirs,

We acknowledge with thanks the receipt of your letter of the 25th instant, and have noted contents.

In accordance with your request we have pleasure in enclosing herewith a copy of the A4 Licence (Second Edition) together with Schedule A for your information.

We regret, however, that we cannot give you any permission, temporary or otherwise, to sell complete imported instruments employing patents controlled by any Member of the British Licensing Pool. The Licence we should be willing to consider granting to you or to any other English Company would relate only to manufacture in this country. Any such grant would be subject to approval by other Members of the British Licensing Pool, and also to your acceptance of conditions such as those set out below and which would be incorporated in the Licence if and when issued.

"(a) Manufacture will be undertaken in a factory situated in the territory for which the A4 License is granted, and, for the purposes of your A4 Licence agreement no Broadcast Receiving Apparatus or Radiogramophones shall be deemed to have been manufactured within the said territory which incorporate or include imported components and accessories sold therewith to a greater extent per apparatus than that incorporated in the like apparatus by Licensees

holding an A4 Licence who are Members of the Radio Manufacturers' Association or in any event, which incorporate or include imported components and accessories sold therewith to an extent greater in value than 7½% of the retail selling price (within the said territory) of the complete apparatus.

(b) You will when requested by the Grantors render to them a statement certifying whether or not the Broadcast Receiving Apparatus and/or Radiogramophones sold by you have been manufactured in the territory for which the A4 Licence is granted in the manner specified in Clause (a) above.

(c) In the event of any dispute in respect of any apparatus sold by you the Grantors shall be entitled to obtain actual figures showing the extent of imported components and accessories incorporated or included in the said apparatus. Either party so desiring shall be at liberty to appoint an independent auditor or other person to ascertain the figures as aforesaid, to whom you will give every assistance and facility.

(d) In the event of any such dispute as aforesaid, the onus of proof that the apparatus has been manufactured in accordance with the terms of your A4 Licence shall be on you."

When issuing any Licence as above, it would be accompanied by a further letter from the Pool making clear that no rights whatever were contemplated or granted in respect of imported apparatus and that in the event of import occurring, the Pool would take such action as it thought fit.

Perhaps you will advise us in due course whether you desire to proceed with the matter of a Licence upon the lines as indicated above.

Yours faithfully,

M/W. F. C. Topham.

DEFENDANT'S EXHIBIT NO. 103.

(Letterhead of J. Toubkin, Manchester, 3.)

9th. November, 1936.

Per R. M. S. "Queen Mary".

Ref.—cvm/ep.

Messrs. Zenith Radio Corporation,
Export Department,
3620, Iron Street,
Chicago, Illinois,
U. S. A.

Dear Sirs,

I beg to thank you for your letter of the 27th. October in reply to my letter of the 22nd. September and note what you say on the question of supplying me with chassis assemblies only minus speakers and tubes. Since then, I have further considered the matter of increasing the sales of your "Zenith" radios in this country and beg to say that the above does not interest me any more, but the two alternatives do.

One I have already written you about, namely your Company has certainly a lot of influence in the States with the Hazeltine Corporation, and also other corporations as the R. C. A., who hold the patents. It is an easy matter for you to use your influence with those Patent Corporations and their connections in England, (companies with whom they have interchange of patents and other working arrangements) to arrange a trial period, during which they should allow you to sell your radio receivers in this country without requiring to pay any royalties at all. Surely you are fully aware that Philco have been selling their American-

made radios in this country for three years without paying one penny royalty, this by arrangement with the Hazeltine Corporation, and nobody dared to attack them or do anything about it. It is only during the last twelve months that they have commenced manufacturing in this country and use some sort of licencing plates, also by arrangement with the Hazeltine Corporation. All I ask you to do is use your influence with those companies to allow you such a probation period. I feel sure that you can do that, and if you get a twelve months clear run in this country with your receivers without being interfered with by Patent Pools, etc., you will see what a tremendous sale we could establish for your products. Furthermore, I have no doubt that once you have got such an arrangement, you could extend it for perhaps another twelve months, and if that is so, it would give us two years, and in the meantime, lots of things can happen.

I cannot help feeling that except for writing long letters, when it comes down to actual assistance and support, I get none at all from you, and I feel that I am not being backed up at all. Surely you are aware that I represent other American manufacturers in this country for other products as vacuum cleaners, washing machines, etc., amongst them some of the largest companies in the United States, and I must again repeat that the amount of support I get from you compares most unfavourably with any of the other companies, in fact I get none at all. What is the use of writing me about the Belmont Radio Co. securing a good sale in England? All they have done is they have registered a small £100-company and the whole thing can fall over any day if the licensing pool cares to press them to adhere to the regulations. This is not the correct way of building up a business, and the way I suggested above is the only way. If we get twelve or eighteen months' run, you might decide to manufacture here, or alternatively we might

jointly do the assembly of American-made chassis here, and might build up a substantial business.

I want you, however, to reply to this matter immediately—never mind waiting for semi-annual Directors' meetings, which are not very helpful.

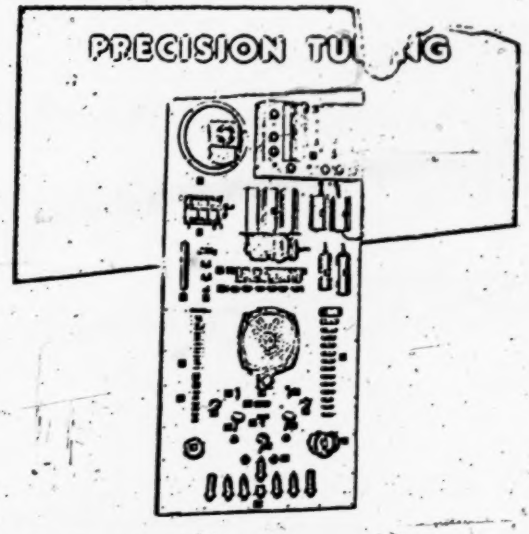
My second alternative would be to import kits of parts. Now by kits of parts I mean something similar to the kit, as per illustration and description herewith, manufactured by Ultramar Radio Corporation. You will observe that they supply the chassis with the transformer mounted in position and all the tube sockets in position but not wired up. They also supply the whole coil unit completely wired up and aligned, which is a very important point. Now why I am interested in this proposition is the fact that whereas the Pool holds certain patents covering the manufacture of radio receivers, there is nothing at all in any of the patents to prevent you from selling kits of parts, particularly if the tube sockets are not wired, because most of the patents are on the tube circuits. I would be prepared to purchase from you the 5 and 8-tube receivers in large quantities in similar kit form to the description herewith enclosed, except minus the tubes. Now what is there difficult about the proposition I am making to you? What is there impossible about it? All I want you to do is to supply me a certain number of chassis and transformers, a certain number of speakers, a certain number of coil units, a certain number of gang condensers, a certain number of dial assemblies, etc., etc., etc., which are all your standard products, and if it is too much trouble, you do not even need to make them up in kit form. I will have them boxed in kit form here. All I want is the set of parts. Now you do not need to manufacture anything special for me. Those parts are going through your works every minute of the day. All you have to do is to take off a certain number from every line. Now is it possible for me to get an intelligent reply

to this, my second proposition, within a reasonable time, preferably in 1936? Is it possible for me to get from you a price for a 5-tube and 8-tube all-wave kit of parts minus tubes, and if not, could you show a reason why it is not possible for you to do so? Being manufacturers ourselves, we fully appreciate the great point in having standardised production in as far as it is possible, and, therefore, any amendments in the set manufacture, which we might introduce, we appreciate would be very disturbing. We cannot possibly, however, appreciate what would be the difficulty of supplying me with kits of parts by merely taking away from every line a certain number of components.

Again—can we hope for an early and speedy reply to this matter or is it too much to expect?

Yours faithfully,

MT/NC. M. Toubkin.



Radio Kits—Nos. 801-802

The radio kits illustrated above contain all the materials required, except cabinet, to build our Models 801 and 802 and all parts are an exact duplicate of the parts used in those models in our production.

The Coil Unit No. 5 is supplied completely assembled, tested and aligned.

The Chassis pan is supplied with all tube sockets, lugs and terminal strips properly riveted.

The Kits are so arranged, with all parts properly tested and matched, that any radio manufacturer or radio mechanic can produce the above models with the same precision and performance as our own production.

We supply complete instructions and drawings covering all the operations from the assembling of all parts to the aligning and tuning of the sets after built.

2532

ACCURATE AND

DEFENDANT'S EXHIBIT NO. 104.

Hazeltine Research, Inc.
vs. Zenith Radio Corporation
Defendant's Exh. No. 104
C.A. No. 89-C-1847

(RCA Frankfurt)

TELEPHONES:
BLACKFRIARS
9348 (TWO LINES)
TELEGRAMS:
TOUBKIN MANCHESTER

J. Toubkin

LONDON OFFICE:
130 HIGH HOLBORN W.C.1
TELEPHONE: HOLBORN 6907
TELEGRAPHIC ADDRESS
TOUBKIN WESTCENT LONDON

MANUFACTURER & IMPORTER OF ELECTRICAL SPECIALITIES

REFRIGERATORS
WASHING MACHINES
ELECTRICAL ACCESSORIES
ELECTRIC HAIR CLIPPERS

TRADE MARKS

FLASH LAMPS
BULBS, BATTERIES
RADIO RECEIVERS & ACCESSORIES
CYCLE ACCESSORIES

FARADAY HOUSE, TODD STREET.
MANCHESTER, 3.
5th.March,1937.

EXPORT DEPT.

Messrs. Zenith Radio Corporation,
3620, Iron Street,
CHICAGO, Illinois,
U.S.A.

Dear Sirs,

I should be glad if you will please ship to Southampton at your very earliest the following goods:-

1 only "Zenith" Radio model 5S126, A.C., 220 volt.
2 only " " " 7D126, AC/DC., 220 volt.
1 only " " " 7D127, AC/DC., 220 volt.
1 only spare mains transformer for a 9-valve "Zenith" receiver, 220 volt, A.C., 50 cycles, probably last year's model.
1 only each spare volume control, tone control and wave-change switch with shafts for the models 6B129 and 6B164 and 7D126.
1 dozen speaker plugs.

3178 3/10/37 KR

Trusting you will give this your immediate attention, P.O. advised 31.6.37 KR

Yours faithfully,

MT/NC.

2695

England

1460

Zenith
D'Armonde Esq
Rees Jones Esq

TELEGRAMS
TOUBKIN MANCHESTER

LONDON OFFICE
130 HIGH HOLBORN W.C.1
TELEPHONE HOLBORN 0991
TELEGRAMS CHEMICO
TOUBKIN WESTCENT LONDON

J. Toubkin

MANUFACTURER & IMPORTER OF ELECTRICAL SPECIALITIES

REFRIGERATORS
WASHING MACHINES
ELECTRICAL ACCESSORIES
ELECTRIC HAIR CLIPPERS

FLASH LAMPS
BULBS, BATTERIES
RADIO RECEIVERS & ACCESSORIES
CYCLE ACCESSORIES

FARADAY HOUSE, TODD STREET,
MANCHESTER, 3.
18th. March, 1937.

Mr Bryant
Will be with
Zenith Radio
Corp
Hazeltine
Corp

PER S.S. "HANSA".

Messrs. Zenith Radio Corporation,
3620, Iron Street,
CHICAGO, Illinois,
U.S.A.

EXPORT DEPT.

Dear Sirs,

This will acknowledge receipt of your cable of the 16th. informing me that you are in a position to offer me a $5.00. allowance on your AC/DC range of long-wave receivers and that you wanted me to cable my March requirements immediately. I regret, however, that since writing to you last, certain developments have been taking place here, which have been causing me a great deal of inconvenience and trouble, and, in short, I have been again tackled by the Licensing Pool of British Patents in connection with their patent rights. As this matter appears to be serious at the present moment, I have been compelled to cable you to-day, requesting you to suspend all shipments for the time being until I should be in a position to settle the trouble with them. If the trouble cannot be settled satisfactorily, then, of course, I am afraid I should have to dis-continue running American receivers until the patent situation changes.

You will appreciate, of course, that after having handled your lines for five or six years and having built up quite a name for same, I feel very sorry indeed that such a situation should develop, and I must, therefore, appeal to you again and revert back to my communication of about ten days ago, when I requested you to use your influence through the American Association and see if you cannot obtain permission from the English Licensing Pool for you to import a number of sets until you have decided whether or not you care to manufacture same in England. I feel sure you must have quite a pull with the Haseltine Corporation, which controls a number of patents in this country, and if you arrange it in the States with this particular Corporation, then I should experience no trouble at all in future. Would you kindly give this matter your early attention, and oblige.

2642

Yours faithfully,
J Toubkin

MT/MC.

Sent
Hazeltine
Miss Chicken

13-1

2642

RECEIVED AT
3804 S. Ashland Av
TEL. LAF. 2683
STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

Commercial Cables — Sun Dial Cables

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
	RADIOGRAM

Form 30

Zenith-del Mercado Exp 8
RCA-France Exp 7

AB7 12 CABLE=B MANCHR 1045 A MAR 18 1937 1937 MAR 18 AM 7 29

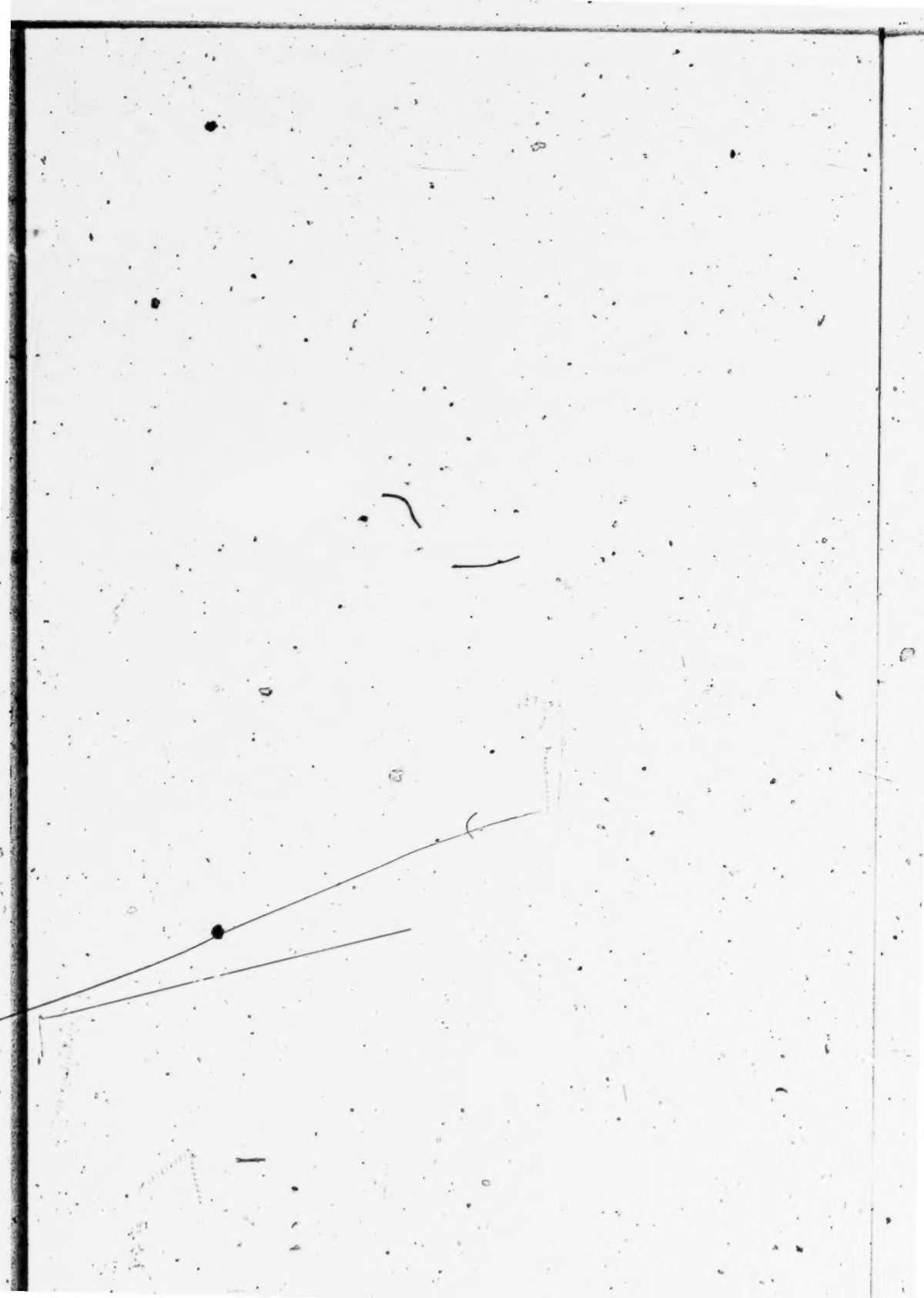
LC ZENITHRAD, (ZENITH RADIO CORP=
1381 WEST 5ST) CHICAGOILL=

OWING RENEWED PATENT TROUBLES PLEASE SUSPEND FURTHER SHIPMENTS=
TOUBKIN.

3/18/37

3/18/37
Please note
Duke

Telephone Your Telegrams to Postal Telegraph
2641



LINN: BE SURE THAT THIS PARTS ORDER IS SHIPPED BY PARCEL POST.
ALSO, CANCEL ORDER #3178.
A V DUKE

Notified Louis 4/11/37 to ship PP- P/O 38876
4/11/37

1459

March 31, 1937

Mr. Julius Toubkin
Faraday House, Todd Street
Manchester, 3, England

Dear Mr. Toubkin:

With further reference to your letter of March 5th and our acknowledgment copy of order #3178 which was mailed to you under date of March 16th, we have now cancelled this order in accordance with the instructions received from you by cable.

We are, however, having the parts referred to in your letter of March 5th sent forward to you by parcel post as we are sure that you are in need of them.

Yours very truly,
ZENITH RADIO CORPORATION

A. V. Duke
Assistant Manager
Export Division

AVD:EP

England

1460

(2638, 2640, 2641)

Zenith- Ex. 8
Clarence Ex. 9

TELEPHONES: BLACKFRIARS 3349 (TWO LINES)
TELEGRAMS: TOUBKIN MANCHESTER

J. Toubkin

MANUFACTURER & IMPORTER OF ELECTRICAL SPECIALITIES

LONDON OFFICE: 120 HIGH HOLBORN W.C.1 TELEPHONE: HOLBORN 9007 TELEGRAMS: TOUBKIN WESTCENT LONDON

REFRIGERATORS, WASHING MACHINES, ELECTRICAL ACCESSORIES, ELECTRIC HAIR CLIPPERS

FLASH LAMPS, TORCH BATTERIES, RADIO RECEIVERS & ACCESSORIES, CYCLE ACCESSORIES

FARADAY HOUSE, TODD STREET,
MANCHESTER 3.

3rd. April, 1937.

PER S.S. "EUROPA".

Messrs. Zenith Radio Corporation,
3620, Iron Street,
CHICAGO, Illinois,
U.S.A.

Ref:- JT/EC.

Export Dpt.

Dear Sirs,

In reply to your favour of the 19th. March with reference to my cable informing you of the renewed troubles, which I have been having with the Patent Pool, I note that there is a further shipment clearing from New York and beg to say that the position is not so tragic that I should not be able to accept these, and it will be quite in order for you to let same go forward, also the 25 console receivers, models 6A154 and 6A157, about which I have written to you last week.

It is, however, quite clear that even although I might be in a position to settle this particular trouble in the near future, it is going to be a very costly business indeed, and if the Patent Pool insists upon the damages, which they require at the moment, I should probably have to pay them as much as I have ever been able to make on the "Zenith" receivers, which you will agree is not so very satisfactory.

You will, no doubt, be interested as to the future, and I must confess that the position is by no means bright. The Patent Pool is now making a determined effort to stop all importations of American receivers, and although it might not be possible for them to do so, they certainly will be in a position to make it so uncomfortable for everybody concerned that most importers will drop out.

I am not in a position yet to tell you what my own plans for the future are likely to be, because the trouble with the Patent Pool has not yet been settled, but I shall not fail to keep you posted.

I cannot help but repeat what I have already written to you on a number of occasions during the last three or four years, namely that I feel you are not doing your share in helping me in this matter. You have, no doubt, very good connections with the Kaseltine Corporation and other powers in U.S.A., who control patents, and if you were to use your influence, as Philco and Pilot and the others have done in years gone by, you could make life much easier for me, and what is more, secure a ten-fold business to the one, which I am doing at the present moment. You are now moving into much larger premises, and you are going to increase your output. Are you not at all interested in securing a larger share of the British business? Is it possible for you to interest yourself in this matter or don't you intend even to try?

Trusting to hear from you, I beg to remain,

Yours faithfully,

JT/EC.

2638

DEFENDANT'S EXHIBIT NO. 105.

(Letterhead of J. Toubkin, Manchester, 3.)
8th. March, 1937.

Export Dept.

Mr. James F. Weldon,
Messrs. Zenith Radio Corporation,
3620, Iron Street,
Chicago, Illinois,
U. S. A.

Dear Mr. Weldon,

I note from the circular letter of the 25th. February that you have been appointed Export Manager of the Zenith Radio Corporation and should like to take this opportunity of congratulating you upon this promotion.

You will naturally be most anxious to expand your export trade and will, of course, look to me to do my quota. I feel, however, that having been in the radio trade for some time, you will be aware of the patent situation in England and also aware of the fact that we are labouring under very great difficulties in this country, and it is, in fact, surprising that we have sold the quantity of sets we have done without getting ourselves into too much trouble. You will, therefore, also appreciate that any publicity stunts and drives that you might suggest to all your other distributors overseas, generally speaking could not apply in this country, as discretion is probably one of the most important features of our sales campaign.

I should, however, like to touch on a point, about which I have written to your company a few times before but do not appear to have received any satisfaction at all. You are surely fully aware that Zenith Radio Corporation is very highly placed in the American Association of Radio Manufacturers, in fact I thought that Mr. MacDonald was

the President of that Association, and as that Association has working arrangements with the British counter-part, namely the R. M. A. (Radio Manufacturers Association), I feel sure it would have been possible for you, if you would have tried, to obtain permission from the British Association or from some of its more important members like Mullard, who run their own licensing system under some patents, which they possess, to allow you to sell sets in this country during a probation period to enable you to decide whether or not you care to manufacture here at a later date. It is, of course, no secret that such permission has been granted before to "Philco", who imported for four or five years before they ever thought of manufacturing in this country. It has also been granted to "Pilot" and "Belmont", and I feel sure that the important connections that Zenith Radio Corporation possesses should enable them to obtain similar facilities. Whether or not you will decide in two or three years to manufacture here is a matter, which you do not need to worry about at the present moment. If the market is really important, as I believe it to be and as we might prove to you if we have an opportunity of selling sets here without fear of trouble in connection with the patents, then, of course, you might find it useful at a later stage to either manufacture or, what is more probable, assemble American-made components into chassis here and build them into British cabinets, thus fully utilising the materials and components manufactured by yourselves, and if you decide against it, well at least we would have had an opportunity of a few years peaceful trading of a very much larger volume without fear of any patent complications.

I should like you to give this matter your careful consideration and see if you can assist us in any direction.

Trusting to hear from you,

Yours faithfully,

MT/NC. (Signature illegible.)

DEFENDANT'S EXHIBIT NO. 106.

Linn: Be sure that this parts order is shipped by Parcel Post. Also, cancel order #3178.

A. V. Duke.

March 31, 1937

Mr. Julius Toubkin
Faraday House, Todd Street
Manchester, 3, England

Dear Mr. Toubkin:

With further reference to your letter of March 5th and our acknowledgment copy of order #3178 which was mailed to you under date of March 16th, we have now cancelled this order in accordance with the instructions received from you by cable.

We are, however, having the parts referred to in your letter of March 5th sent forward to you by parcel post as we are sure that you are in need of them.

Yours very truly,

Zenith Radio Corporation,
A. V. Duke,
Assistant Manager, Export Division.

AVD:EP

DEFENDANT'S EXHIBIT NO. 107.

(Letterhead of J. Toubkin, Manchester, 3.)

25th. June, 1937.

Messrs. Zenith Radio Corporation,
Export Department,
3620, Iron Street,
Chicago, Illinois,
U. S. A.

Dear Sirs:

This will acknowledge receipt of your cable of the 17th. inst., requesting me to let you know as to what is the exact position in regard to the Patent situation in connection with radio receivers, and that furthermore you have been approached by another firm in connection with the distribution of your receivers.

I beg to confirm having replied to you that there is no change at all in the position and that I am awaiting further developments. I should like to explain that I cannot, of course, prevent you from appointing somebody else as your distributors, but it must be quite clear to you that any other firm will be liable to encounter the same troubles and difficulties as we have done and from that point of view there does not appear to be much reason for a change.

I have not yet definitely decided to dis-continue running your receivers and, in fact, I am now awaiting details of your 1938 programme and will then endeavour to do further business with you on similar lines as we have done during the last few years. I need hardly add that it means continuing building on sand and that there is no solid foundation to such a business at all and it is not possible to build up the sale of your receivers in this country on the

scale, which they warrant, unless there is a radical change in the whole position, and such a change can only be affected by your co-operation either by obtaining a licence through the R. C. A. to allow you to provisionally handle American-made receivers in this country, or alternatively for you to decide to build or assemble sets in this country on similar lines to Philco, Pilot, etc.

There is nothing that I can usefully add to the above, as the situation has been made clear to you already on several previous occasions, and under the circumstances, I hope to hear from you in the near future, giving details of your new programme, also stating whether or not you are prepared to assist me by negotiating through the R. C. A. with the Marconi Pool.

Yours faithfully,

(Signature illegible.)

MT/NC.

June 22, 1937.

Mr. Julius Toubkin
Faraday House, Todd Street
Manchester 3, England

Dear Sir:

We are pleased to confirm our cable of June 17th reading as follows:

"Have Just Received Cable From English Organization Anxious to Handle Distribution Stop Have Restrictions Been Removed."

To which you replied:

"Restrictions Position Unchanged Awaiting Developments."

While we are sorry that the conditions have not changed, we are considerbaly enthused over the increased activity pertaining to the distribution of our line. It is quite evident that the work that you have started has shown what could be accomplished if the market were open.

We have every reason to believe that you will keep us fully advised regarding further changes in the present day situation.

With our best personal regards, we wish to remain

Your very truly,

Zenith Radio Corporation,
James F. Weldon,
Manager, Export Division.

jfw/ep

(Form of Postal Telegraph.)

C 9 Cable—N Manchr 1230 Jun 19 1937
LC Zenithrad—
Chicago—

Restrictions Position Unchanged Awaiting Developments—
Toubkin .730A

July 3, 1937.

Entwistle
16A Queen Street
Blackpool, England

Gentlemen:

On June 15th you wired us as follows:

"Require Sales Distribution Your Product For British Isles Cable if Open and Details You Require."

Please pardon our delay in not answering your cable at an earlier date. This has been due to the fact that we have never had so many of our foreign distributors visiting our factory. For your information, the writer has not been at his desk for more than one day in the past fortnight.

In your cable you indicate that you are axious to handle the sale of our product in the British Isles. At the present time, we do have selling arrangements for our products in your territory, but we have found that our business has fallen off due to the fact that the basic radio patents are controlled by the British radio manufacturers. Our distributor has informed us that they are exercising their option in restricting the importation of American manufactured radio receivers. Up to this time our company has not expressed any interest in the reduction of our radio receivers in Great Britain.

Unless conditions are changed, we do not believe that

it would be possible for us to make any arrangements with you that would be helpful. Up to the present time we have not received any information from you regarding the confirmation of your cable, but it would be good for us to know if the patent restrictions have been removed.

Trusting that you will favor us with this information, we wish to remain.

Cordially yours,

Zenith Radio Corporation,
James F. Weldon,
Manager, Export Division.

JFW:WP

cc: J. Toubkin, Manchester, England

(Form of Postal Telegraph.)

S 23 Cable MXDGP—N Blackpool NFT Jun 15 1937

NLT Zenithrad. (Zenith Radio Corpn)—
Chicago—

Require Sales Distribution Your Product for British Isle Cable if Open and Details You Require—

Entwistle 16 A Queen St Blackpool. 736A 16A.
.ZR S2 C736A 25 Mag Thnx R2ZR 836A Sal Tks.

DEFENDANT'S EXHIBIT NO. 108.

Mr. Julius Toubkin
Faraday House, Todd Street
Manchester 3, England

September 3, 1937.

Dear Mr. Toubkin:

We have received a letter from—

Albert Bennett
4, Humberstone Drive
Leicester, England

which is dated August 24th and indicates that he is quite interested in receiving information on our line. We suggest that you contact him, even though he has written to us indicating that he is anxious to act as our exclusive distributor.

During the past few weeks we have been receiving countless letters, such as this, and only yesterday we had a telephone call from one of the managing directors of an English organization, indicating that he found ways of avoiding the patent troubles which are causing you considerable inconvenience. In this conversation he indicated that he would be in a position to place an order for approximately 1,000 receivers should we give him the exclusive distribution of our line in the United Kingdom only.

It is needless to remind you that we felt that if any move such as he indicated, could be accomplished, that you would find means of doing so. We shall be interested in receiving your further comments and orders.

It was pleasing to note your recent letter indicating that your shipments will start on a regular schedule very soon.

Sincerely yours,

Zenith Radio Corporation,
James F. Weldon,
Manager, Export Division.

jfw/ep

(Letterhead of J. Toubkin, Manchester, 3.)

13th. September, 1937.

Sep. 22 Rec'd.

Mr. Weldon,
Messrs. Zenith Radio Corporation,
Export Department,
6001, Dickens Avenue,
Chicago, Illinois,
U. S. A.

Dear Mr. Weldon:

I am obliged for your favour of the 3rd. September, covering inquiries, which you have received from time to time from England in connection with your products.

There can be, of course, no doubt that in the last five years, during which we have been running your line in Great Britain, we have certainly sold many thousands of sets and have made it fairly well-known, and you are, therefore, likely to receive quite a number of inquiries, although you will agree with me that most of the inquiries, which you have passed on to me, were almost exclusively from private people, which goes to prove that the trade and wholesalers are well covered and need not apply to you direct.

I was very much interested to read your remarks about a telephone call, which you had from an English organisation stating that they are in a position to overcome the patent difficulty and would be prepared to contract for quite a large number of sets. I do not know who the people are and, of course, I cannot venture any guesses as to what their method of overcoming the patent situation might be, but I do venture to suggest that considering we have been importing American receivers since 1927, namely ten

years, we have learned as much as possible about the patent situation and do not believe that there is any other firm, who will know more or find any better ways of dealing with it than we have up till now. There is, of course, no doubt about it that if we really wanted to, we could have, last year, sold at least twice as many set as we have done. We have found it, however, advisable to restrict the sales to such dealers and wholesalers as could handle the line with discretion because, knowing the patent situation, we are fully aware that should the Patent Pool actually tackle the "Zenith" receivers as such, then "Zenith" will be finished in Great Britain forever and ever.

To explain that, I should like to point out that once the Pool goes after a particular make of American receiver and decides that no such sets should ever be imported, they have a fairly good method of doing so and they couple with that method also a fairly extensive campaign in the trade papers, advertising that particular make and stating that such and such dealers have had an injunction obtained against them for selling that particular make, and once such an advert appears in the paper, you can be sure that no dealer in Great Britain will ever handle the receiver again.

I do not know whether you know the working of the law in this country, but until such time as a particular receiver has been advertised as infringing the Pool patents, although it does infringe patents, if the Pool should prosecute a dealer, he will probably get away with a very small fine (damages—judgment against him) but once it has been published in all the papers that an injunction has already been obtained against a particular make, shall we say "Zenith", and if a dealer will continue selling same after it has been published and will then be sued by the Patent Pool, the damages against him might run in thousands of pounds and can easily ruin him. You will, therefore, appreciate how careful one has to be to see that the sets

are sold to dealers, who know how to handle same with discretion so as we do not get the Pool going wholeheartedly against us and publishing such announcements in the trade papers.

I have no doubt that, as I mentioned before, the sale could be very much increased, and I, myself, could sell easily a few thousand sets, but I did not feel that the risk involved justified it. I feel rather that I should limit the sales for the time being to a reasonable number per annum, doing what I consider a fairly fair turnover and ensuring, at the same time, as much as it is possible to ensure, of course, that we should strike no trouble, and that we shall be able to continue for a number of years to come, until such time as either the patent situation would alter or you might feel that you yourself might do something different by way of British distribution. That would mean some radical change in your general policy, either manufacturing or assembling here or some working arrangement with the Pool. I will not, of course, presume to advise you, but I am quite convinced that no useful purpose will be served by merely changing your distributors, even although I have no doubt you can find somebody, who will undertake to sell more than I do, because I feel sure that this will have to be paid for in some way or other. If you think different, however, as I always maintained and still maintain, much as I should hate to lose your distribution, I should certainly not dream of standing in your way if you can find anybody, who can guarantee a much larger turnover.

As to the actual patent situation, let me assure you—nothing at all has altered, and I need hardly point out that people like Ferguson, Pilot, Philco and Belmont would not have gone to the trouble and expense of establishing large factories here if there would have been a possible change of avoiding trouble.

Your faithfully,

NT/NC. Illegible.

DEFENDANT'S EXHIBIT NO. 109.

(Letterhead of Marconi's Wireless Telegraph Company Limited, London, W. C. 2.)

3rd August, 1938.

Please Address the Company and Refer to P/T 24585

S. T. Thompson, Esq.,
Zenith Radio Corporation,
6001 Dickens Avenue,
Chicago,
U. S. A.

Dear Mr. Thompson,

Thank you for your letter, reference STT:S, of July 13th last. My apology is due for this belated reply but I have only just returned from holidays.

I was very interested to learn that you have now joined up with the Zenith Radio Corporation.

I am afraid there is little news to give you regarding licensing. As you know the present Pool comes to an end on August 28th next, and no arrangements have yet been made for either a continuation of the present licence or the formation of a new Pool. Talks have occurred, but at the time of writing have been without conclusive result.

As regards import, while it will be obvious from the above that I can say nothing definite as to the policy any new Pool might adopt the indications are that the policy will not be changed, and that no licences will be issued to importers, I repeat, however, that this is only an indication.

With kindest regards,

Yours sincerely,
Marconi's Wireless Telegraph Co., Ltd.
F. C. Topham,
Assistant General Manager.

T/W.

July 13, 1938

Mr. F. C. Topham
c/o Marconi Wireless
Electra House
London, England

My dear Mr. Topham:

You perhaps will be interested to know that I have resigned from my association with Mr. Goldberg and joined the Zenith Radio Corporation in Chicago.

The purpose of this letter is to inquire as to the status of the present patent pool arrangements. There have been rumors in the English trade papers to the effect that your pool group is considering licensing the imports of radio receivers.

I would appreciate a line from you advising that the current situation is: (1) as it relates to the probable continuance of the pool and on what basis, and (2) whether provision will be made in the new agreements for licensing of imports.

I trust that this letter finds you well and that your country and ours will be on the pick-up soon.

With warmest personal regards, I am.

Sincerely yours,

S. T. Thompson

STT:S

DEFENDANT'S EXHIBIT NO. 110.

(Letterhead of Marconi's Wireless Telegraph Company Limited, London, W. C. 2.)

21st December, 1938.

Please Address the Company and Refer to P/T 25287

S. T. Thompson, Esq.,
Zenith Radio Corporation,
6001, Dickens Avenue,
Chicago,
U. S. A.

Dear Mr. Thompson,

According to my promise I am now sending you a copy of the A.5 Licence. You will see that it varies in many respects from the A.4, but I think you will find the document self-explanatory, so there is perhaps no need for me to comment. Of course, if there are doubtful points, please let me know.

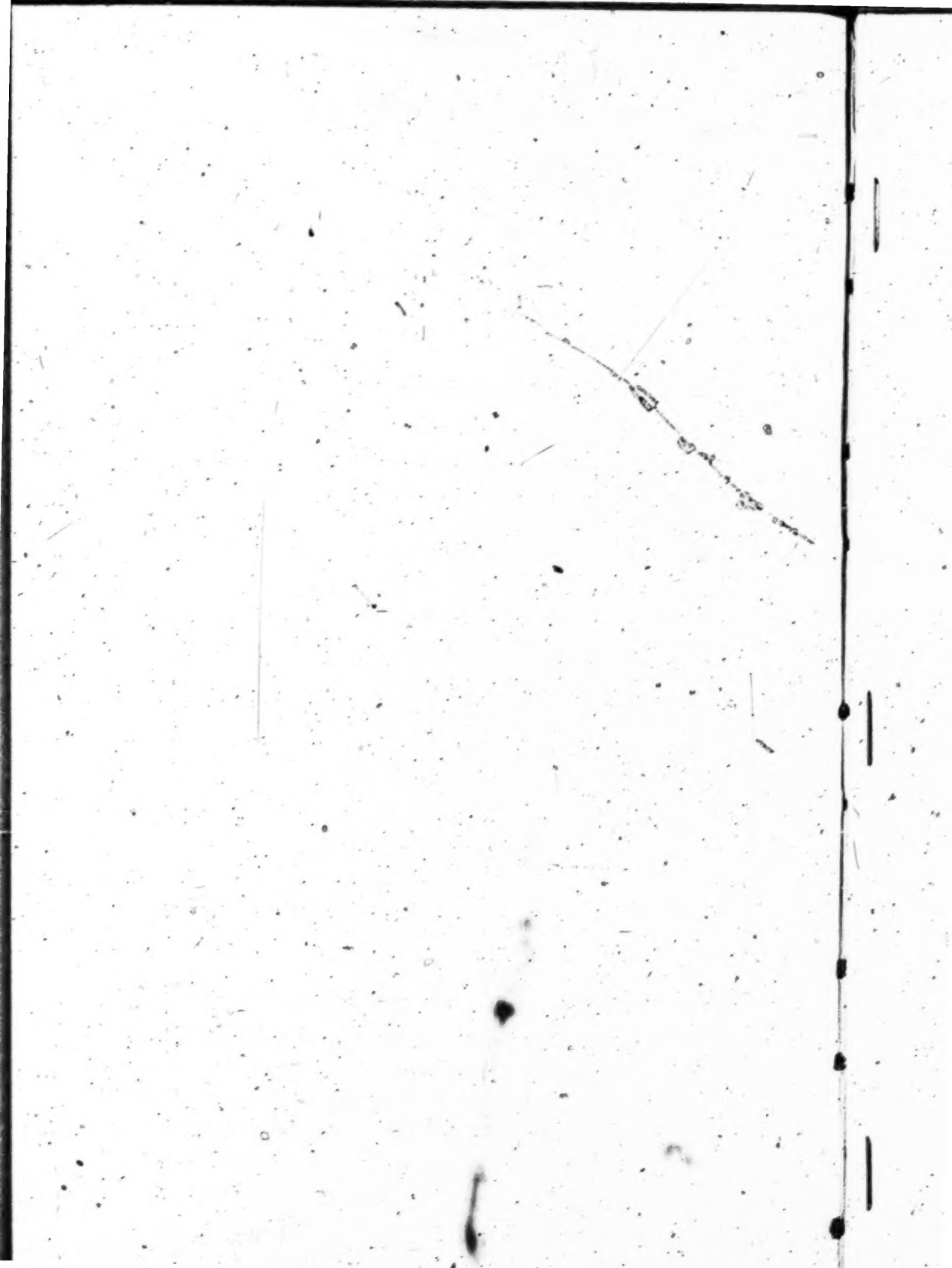
With kind regards,

Yours very truly,
F. C. Topham

T/PM

Correction to A-5 English license agreement—

In the February 18th issue of the Wireless & Electrical Trader, on page 216, appears an article to the effect that patent Nos. 444,543 and 485,580 should have read 445,543 and 445,580. Patent No. 447,828 should be added.



LICENCE A.5.

Dated 19

The British Thomson-Houston Co. Ltd.
Electric and Musical Industries Ltd.
The Gramophone Company Limited
Marconi's Wireless Telegraph Co. Ltd.
Philips Lamps Limited

AND

Licence

To use and exercise certain Letters Patent for certain specific purposes as within in connection with Broadcast Receivers and or Radio-gramophones.

[illegible] Publishers to Graham Farr, W1

LICENCE A.S.

An Agreement made this day of 19

BETWEEN THE BRITISH THOMSON-HOUSTON COMPANY LIMITED having its registered office at Crown House Aldwych London W.C.2 and ELECTRIC AND MUSICAL INDUSTRIES LIMITED having its registered office at Blyth Road Hayes Middlesex and THE GRAMOPHONE COMPANY LIMITED having its registered office at Blyth Road Hayes Middlesex and MARCONI'S WIRELESS TELEGRAPH COMPANY LIMITED having its registered office at Marconi Offices Electra House Victoria Embankment London W.C.2 and PHILIPS LAMPS LIMITED having its registered office at Spencer House South Place Finsbury London E.C.2 (hereinafter together called "the Grantors" which expression shall mean all the said companies except where used in connection with broadcast receivers as hereinafter defined in which case it shall mean only the last-named four companies) of the first part and

of

(hereinafter called "the Licensee") of the second part

WHEREAS the Licensee has applied to the Grantors to grant and the Grantors have agreed to grant to the Licensee a Licence under their respective Patent rights and upon the terms and conditions hereinafter mentioned and in consideration of the royalties herein reserved and assessed upon a basis agreed between the parties as being convenient NOW IT IS HEREBY AGREED as follows:—

1. (a) The expression "broadcast receivers" when herein used shall mean apparatus which is designed to incorporate valves (whether or not equipped with the valves themselves) and which is designed to receive and translate modulated electrical oscillations broadcast to the public for sound and/or television reception whether or not in the case of television reception such apparatus is in the same cabinet with or is adapted to be used with a radiogramophone. Such expression does not include valves or cathode ray tubes whether or not incorporated in the apparatus nor separate components.

(b) The expression "radiogramophone" when herein used shall mean an instrument (whether or not in the same cabinet with or adapted to be used with apparatus for television reception) which is designed to incorporate valves (whether or not equipped with the valves themselves) and which may be used for the reproduction of sound through an electrically-operated loudspeaker alternatively from (i) apparatus designed for the reception and translation into sound of modulated electrical oscillations broadcast to the public and (ii) apparatus (such as a turntable and pick-up) designed for the translation into sound of vibrations recorded on a disc record. Such expression does not include valves or cathode ray tubes whether or not incorporated in the instrument nor separate components but does include playing desks designed for use in combination with broadcast receivers.

(c) The expression "selling" or "sold" when herein used shall be deemed to include selling or sales on hire-purchase systems.

2. (a) The Grantors grant and agree to grant to the Licensee subject to the terms and conditions herein appearing personal non-exclusive non-assignable licences to use and exercise all or any of the inventions the subject of

(i) the British and Irish Free State Letters Patent set out in the Schedule hereto in so far as they are applicable to broadcast receivers and radiogramophones respectively; and

(ii) any other British and Irish Free State Letters Patent applicable to broadcast receivers and radiogramophones respectively in respect of which and insofar as the Grantors or any of them respectively now have or may hereafter during the continuance of the Licence have power to grant Licences for the purposes and on the terms hereof

(British Letters Patent and Irish Free State Letters Patent hereinafter called "the said Letters Patents") for the purpose of manufacturing selling or otherwise disposing of broadcast receivers and radiogramophones in the United Kingdom of Great Britain Northern Ireland the Irish Free State the Channel Islands and the Isle of Man (c) broadcast receivers and radiogramophones to be sold only for private or domestic use or for the use of hospitals or charitable institutions or any institution of a similar educational

philanthropic or religious character (such lectures or demonstrations not being open to the public generally) but not for revenue earning purposes or otherwise. This Licence shall be deemed to have commenced on and shall continue until 31st December 1941 unless previously determined as hereinafter provided.

(*b*) The Grantors will upon request furnish lists of patents (additional to those set out in the Schedule hereto) which in their opinion are of interest to Licensees generally for the purposes of this Licence and included in the said Letters Patent.

(*c*) Nothing contained herein shall be deemed to license the Licensee to manufacture nor will let on hire or otherwise deal in valves or cathode ray tubes of any kind nor to sell or let on hire separate components.

3. Notwithstanding the provisions of Clause 2(*a*) hereof the Licensee agrees and undertakes that all companies partnerships or businesses now or hereafter during the subsistence of this Licence directly or indirectly owned or controlled by the Licensee and engaged in any field of business to which this Licence is applicable shall be bound by and be subject to all the terms and conditions of this Licence.

4. The Licensee agrees with the Grantors as follows:—

(*a*) Not without the previous written consent of the Grantors to export or sell for export or knowingly permit to be exported any broadcast receivers or radiogramophones. Such consent shall be given unless the Grantors or any of them have commitments prohibiting the same but the Grantors decision shall be accepted as final and any consent will not imply or grant licences under foreign patents.

(*b*) Not without the previous written consent of the Grantors to sell let on hire or put into use any broadcast receiver or radiogramophone which has not been manufactured in the territory for which this Licence is granted. No broadcast receiver or radiogramophone shall be deemed to have been so manufactured within the meaning of this Licence which incorporates imported components and accessories sold therewith (such as for example cabinets and valves and cathode ray tubes etc.) to an extent per broadcast receiver and/or radiogramophone greater in value than 10 per cent. of the retail selling price thereof.

(*c*) To attach or cause to be attached in a prominent position to all broadcast receivers and radiogramophones sold let on hire or put into use by the Licensee a separate plate manufactured in accordance with a design approved and notified by the Grantors to the Licensee (who is hereby authorised to use the said design in accordance with this sub-clause (*c*) only) and carrying a serial number allocated by the Grantors and bearing the following words. With respect to broadcast receivers: "Royalty Plate. Great Britain, Northern Ireland, Irish Free State, Channel Islands and Isle of Man. This plate is issued by or with the authority of E.M.I., The Gramophone Company, the Marconi Company and Philips. Serial No..... N.B.—A Post Office Licence is necessary." With respect to radiogramophones: "Royalty Plate. Great Britain, Northern Ireland Irish Free State, Channel Islands and Isle of Man. This plate is issued by or with the authority of the B.T.H. Company, E.M.I., The Gramophone Company, the Marconi Company and Philips. Serial No..... N.B.—A Post Office Licence is necessary." Such plates may be obtained from and upon request by the Licensee shall be supplied by the Grantors at cost price to the Grantors. No plates shall be disposed of or utilised by the Licensee except as herein provided and upon the termination of this Licence for any cause whatsoever all unused plates except those required under the first proviso to Clause 4 sub-clause (*d*) hereof shall be delivered up to the Grantors.

(*d*) To pay to the parties of the first part:—

In respect of all broadcast receivers and radiogramophones sold let on hire or put into use by the Licensee during the subsistence of this Licence whether or not such apparatus embodies or utilises or is designed or intended to embody or utilise any invention the subject of any of the said Letters Patent royalties upon the following scale based on the Licensee's nett turnover as hereinafter defined:—

On the first £40,000 (£0 to £40,000) nett turnover in each year ending December 31st	6%
On the next £80,000 (£40,000 to £120,000) nett turnover in such year	3%
On the next £80,000 (£120,000 to £200,000) nett turnover in such year	1.5%
On the next £200,000 (£200,000 to £400,000) nett turnover in such year	.75%
On the excess over £400,000 nett turnover in such year	1.875%

Nevertheless in respect of the period from the commencement of this Licence to the 31st December 1938 the rate of royalty payable by the Licensee on his nett turnover in such period shall be the average rate of royalty which would have been payable on the total nett turnover of the Licensee in the year ending 31st December 1938 had such total nett turnover been subject to the payment of royalty hereunder.

AND IN ADDITION a sum of two shillings and sixpence in respect of every radio-gramophone; and a sum of five shillings in respect of every broadcast receiver intended for the reception of television.

The amounts payable according to this sub-clause (*d*) shall be ascertained and paid quarterly as provided in sub-clause (*e*) hereof.

The expression "nett turnover" where herein used shall mean the total of nett invoice prices (whether or not paid) of broadcast receivers and radiogramophones and of parts and accessories (such as for example valves cathode ray tubes batteries cabinets etc.) pertaining to such apparatus and sold as part of its equipment but less an agreed allowance of 20% of such invoice prices as representing valves and cathode ray tubes when included in such invoice prices. In the case of apparatus let on hire as distinct from apparatus sold on hire purchase the amounts payable in respect of such hire (whether or not received) shall be deemed to be the nett invoice prices. In the case of apparatus put into use by the Licensee the invoice price shall be estimated as if a normal sale had been made.

PROVIDED ALWAYS

(i) That royalty shall be payable upon all broadcast receivers and radiogramophones manufactured prior to but remaining unsold at the date of termination of this Licence and shall be calculated in accordance with the invoice prices current immediately prior to the date of such termination and royalty plates shall be attached thereto.

(ii) That in the event that the Licensee sells to any party referred to in Clause 3 hereof he shall if so requested by the Grantors substitute part or whole of the nett turnover of such party for the corresponding part or whole of his own nett turnover.

(iii) In the further event that the Licensee sells broadcast receivers or radio-gramophones to any party referred to in Clause 3 hereof which performs further manufacturing or assembling operations on or makes additions to same then royalty shall be calculated upon the nett invoice price of the final products.

(iv) In the event that the Licensee manufactures broadcast receivers or radio-gramophones for sale under the name or mark of a party other than a party referred to in Clause 3 the Licensee's turnover in respect of such manufacture shall if so requested by the Grantors be calculated separately in respect of each such first-mentioned party and treated as a separate nett turnover and appropriate separate royalty payments made.

(v) In respect of broadcast receivers or radiogramophones manufactured used sold or let on hire by the Licensee which employ any of the said Letters Patent under which the Grantors or any of them may be liable to pay a royalty to a third party or share a royalty with a third party the Licensee shall pay to the Grantors an additional royalty of such amount as may be required to enable the Grantors out of the total royalties paid by the Licensee both to retain the royalties payable hereunder and to satisfy the terms of the Licence or Agreement under which royalty is or shall be payable by the Grantors or any of them. The Grantors shall upon the request of the Licensee and the Licensee shall upon the request of the Grantors permit the Grantors to examine free of charge diagrams and/or samples of broadcast receivers and radiogramophones manufactured or proposed to be manufactured by the Licensee and advise whether such apparatus embodies or utilizes any invention the subject of any of the said Letters Patent under which the Grantors or any of them may be liable for royalty to a third party as herein mentioned. The Grantors will from time to time notify the Licensee in writing of any of the said Letters Patent in respect of which additional royalty is payable by the Licensee as aforesaid and the amount of such royalty. Any such additional royalties payable hereunder shall be shown separately in the returns hereinafter mentioned. Nevertheless the Licensee may by giving notice in writing to the Grantors within two months of such notification by the Grantors elect to relinquish the Licence herein granted in respect of any such Letters Patent whereupon such Letters Patent shall be deemed for all purposes to be and to have been always excluded from this Licence.

(*e*) To keep accounts of everything necessary to ensure accurate returns of all apparatus the subject of royalty under this agreement being rendered quarterly to such person(s) as the Grantors may designate to the Licensee from time to time and to render such returns upon the forms supplied by the Grantors within one month of each 31st March 30th June 30th September and 31st December and to accompany each such return with

a quarter for the royalty due. The Licensee shall show on each such return for the period in question

(i) The amount of the said "nett turnover" as defined in Clause 4(d); and

(ii) The amount of the said nett turnover which represents radiogramophones whether or not combined with television receiving apparatus and the total number of such instruments; and

(iii) The total number of instruments of all kinds intended for television reception whether or not combined with radiogramophones.

and shall show separately the like particulars in respect of the businesses of any of the controlled companies partnerships or businesses referred to in Clause 3 hereof.

(f) To pay to the Grantors interest upon all unpaid royalties at the rate of four per centum per annum as from the date or dates upon which any royalty shall have become payable in accordance with the provisions of sub-clause (e).

(g) To permit the auditors of the Grantors to inspect the books and accounts of the Licensee relative to this Licence and on the request of the Grantors to cause any quarterly return to be verified by the statutory declaration of the proper officer or auditors of the Licensee. Provided that the Licensee shall have the right to require that the auditor making such inspection shall be an independent auditor and that if the Licensee shall have failed to render accounts or if the accounts rendered by him are by such inspection shown to be inaccurate the Licensee shall pay the cost of such independent audit without prejudice to any other remedies or claims of the Grantors.

(h) Not at any time during the subsistence hereof directly or indirectly to dispute or impeach or to assist others to dispute or impeach the validity of any of the said Letters Patent nor the right of the Grantors or any of them to grant the Licences hereby granted and agreed to be granted.

(i) Notwithstanding the provisions of Clause 4 sub-clause (h) hereof the Licensee shall have the right to oppose within the statutory period mentioned in Section 11 of the Patents and Designs Act 1907 the grant of any patent of the Grantors the acceptance of which has been advertised by the Comptroller of Patents.

(j) If so requested to pay to the Grantors on the execution hereof and in advance each year during the period of this Licence a minimum royalty calculated at the rate of £150 per annum which shall in no event be returnable.

(k) Not to assign transfer mortgage grant sub-licences under or in any manner part with the possession or control or benefit of this Licence or any part of it without the previous written consent of the Grantors.

5. For all purposes of this Agreement all broadcast receivers and or radiogramophones manufactured sold let on hire or put into use by any of the companies partnerships or businesses referred to in Clause 3 above shall be deemed to have been manufactured sold let on hire or put into use by the Licensee who shall pay the royalties accordingly.

6. During the subsistence of this Licence and so long as no royalties shall be owing and unpaid hereunder the Grantors will keep the Licensee fully indemnified against costs and damages awarded in connection with all actions proceedings claims and demands which may be made against the Licensee by any third party who establishes to the satisfaction of a court of competent jurisdiction in England his right to restrain the user and exercise by the Licensee within the limits of the grants contained in this Agreement of any of the said Letters Patent on the ground that such user and exercise is an infringement of any lawful rights of such third party in such Letters Patent provided always that the Grantors are immediately informed of the institution of such proceedings and are given full and complete rights to take over at their own cost and in the name of the Licensee or other defendants and through their own Solicitors the defence of such proceedings if they so request and in that event the Licensee shall assist the Grantors in every reasonable manner but the Grantors shall be at liberty to compromise submit to judgment or abandon discontinue or otherwise dispose of the same as to them may seem expedient.

7. The Licensee agrees to grant to the Grantors or any of them personally upon request non-exclusive non-transferable licences (but with the right to sub-licence subsidiary or associated companies) to make use exercise and vend all or any of the inventions the subject of British and or Irish Free State Letters Patent applicable to broadcast receivers or radiogramophones in respect of which and insofar as the Licensee has or shall hereafter have power to grant a licence for the purposes of manufacturing using selling or letting on hire within Great Britain Northern Ireland the Irish Free State the Channel Islands and the Isle of Man broadcast receivers or radiogramophones such licences to be at a reasonable rate of royalty having regard to the rate of royalty payable to the Grantors by the Licensee hereunder to be settled by arbitration in default of agreement but in any case to be at a rate not exceeding the lowest rate paid by any licensee in respect of the same invention.

8. The Grantors may determine this Licence upon the happening of any of the following events:—

(a) If any royalty return or any royalty payable is not rendered or is unpaid for thirty days after the preceding 31st March 30th June 30th September and 31st December and remains unrendered or unpaid for seven days after notice in that behalf from the Grantors, or

(b) If the royalty returns or payments in respect of any company partnership or business referred to in Clause 3 herein are not duly rendered or made, or

(c) If there be any breach on the part of the Licensee of any other of the terms or conditions herein contained and the same be not remedied made good or desisted from within seven days of notice in that behalf from the Grantors, or

(d) If the Licensee shall become bankrupt or compound with his creditors or (being a company) shall have a receiver appointed or go into liquidation whether voluntary or compulsory, or

(e) If any Company which at any time during the subsistence of this Licence controls the Licensee or is under the same control as the Licensee and is engaged in any field of business to which this Licence is applicable does not hold or at the request of the Grantors does not accept within one month of such request a licence upon the same terms and conditions as are contained in this Licence.

Any determination of this Licence shall be without prejudice to all claims of the Grantors against the Licensee for outstanding royalties or prior breaches of this Licence or otherwise.

9. All returns remittances and communications for the Grantors under this Licence shall until further notice by the Grantors be addressed and sent to Mr. F. C. Topham, Marconi Offices, Electra House, Victoria Embankment, London, W.C.2. and all cheques made payable to Marconi's Wireless Telegraph Co., Ltd.

IN WITNESS WHEREOF an Agent hereunto duly authorised has on behalf of the Grantors hereunto on their behalf set his hand and the Licensee has hereunder set his hand.

A Director of the Licensee hereunto duly authorised has hereunto on the Licensee's behalf set his hand the day and year first above written.

SIGNED by

for and on behalf of the Grantors in the presence of

For and on behalf of
THE BRITISH THOMSON-HOUSTON COMPANY LIMITED.
ELECTRIC AND MUSICAL INDUSTRIES LIMITED.
THE GRAMOPHONE COMPANY LIMITED.
MARCONI'S WIRELESS TELEGRAPH COMPANY LIMITED.
PHILIPS LAMPS LIMITED.

SIGNED by

in the presence of

SIGNED by

A Director of and for and on behalf of

in the presence of

For and on behalf of

LIMITED.

Director.

THE SCHEDULE BEFORE REFERRED TO

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Phillips

THE SCHEDULE *(continued).*

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DEFENDANT'S EXHIBIT NO. 111.

Canada
England
Australia p 1, 2, 3

CANADIAN MARCONI COMPANY

(LIMITED LIABILITY)

TELEGRAMS
Via Marconi
Via Empire Radio
TO EUROPE
ASIA
AFRICA
AUSTRALIA
INDIA
SOUTH AMERICA
AND SHIPS AT SEA

RADIO APPARATUS
MANUFACTURERS OF BROADCAST TRANSMITTERS
RADIOTELEPHONE AND RADIOTELEGRAPH
TRANSMITTERS AND RECEIVING
FOR MARINE, LAND AND AIRCRAFT USE
RADIO DIRECTION FINDING EQUIPMENT
MARCONI RADIO RECEIVING SETS
B.V.R. RADIOPHONES
CONTRACTORS TO CANADIAN AND NEWFOUNDLAND GOVERNMENTS
HEAD OFFICE MARCONI BLDG
ST. SACRAMENT ST
MONTREAL

BRANCHES
VANCOUVER, B.C.
TORONTO, ONT.
HALIFAX, N.S.
ST. JOHN'S, NFLD.
WORLD WIDE AFFILIATIONS

EXHIBIT 2
In the U.S. District Court
RCA vs. Zenith Rad.
Deputy Clerk
Date

December 1st, 1933.
REF: C/WE.

Send Hazeltine Set

Hazeltine Research, Inc.
vs. Zenith Radio Corporation
Defendant's Exh. No. 111
C.A. No. 33-C-1267

Commander E.J. McDonald, Jr.,
President,
Zenith Radio Corporation,
3620 Iron Street,
Chicago, U.S.A.

Dear Sir:-

Immediately upon my return to Montreal I made further enquiries with regard to the exportation of radio receivers from Canada to the United Kingdom.

As outlined to you in our conversation our inability to handle export business was peculiar to this Company. However upon further investigation, I find that every radio manufacturing company in Canada is in a similar position. It appears that the body which governs the manufacture and sale of radio receiving sets in Great Britain are using drastic means to eliminate the importation of radio receivers whether from a foreign country or from their colonies. American radio manufacturers wishing to enjoy the privilege of unstricted sale of radio receivers in Great Britain must establish a manufacturing plant there.

I have been informed through a reliable source that imported sets now being sold in England are being handled through the smaller wholesale outlets, who experience difficulty in arranging for the sale of these sets through the better retail outlets.

2-12-34

This condition exists due to the manufacturers in England having secured practically all of the best wholesale outlets, who in turn are supplying the high class or desirable retail trade. It is my understanding that both the wholesale and retail trade have been advised against handling imported sets if it is their desire to continue selling British made products.

The two companies referred to as being in a position to export from Canada to Great Britain have, I understand, an arrangement with the parties concerned in England, whereby they are allowed to export sets until such time as arrangements have been completed for the establishment of their own factory in England.

With regard to exporting from Canada to Australia, New Zealand and European countries, I am informed that the situation very closely parallels that of Great Britain, except that in the majority of cases arrangements have to be made with the controlling group regarding royalties and licenses.

In view of the above conditions, I trust that favourable consideration will be given to our company for at least the manufacture of automobile radio receivers, to meet the requirements of the Ford Motor Car Company and the Hudson-Essex Motor Car Company in Canada.

As outlined to you during our conversation, I feel that an equitable arrangement could be worked out with you for the manufacture and sale of your complete line of receivers in Canada, and I will look forward to a further discussion along these lines whenever sufficient information is available regarding the 1934 production.

I wish to take this opportunity of thanking you and your associates for the very courteous interview which was accorded me during my visit to Detroit.

Yours very truly,

Canadian MARCONI Company,

ASSISTANT SALES MANAGER.

IN.

2-12741 4149 2799

DEFENDANT'S BULK EXHIBIT NO. 112.

September 14, 1961.

Mr. A. R. Ramsay,
United Mercantile Company, Ltd.,
13-14 Queen Street, Mayfair,
London W. 1, England.

Dear Mr. Ramsay:

The information in this letter and also the enclosed material will tend to deal with your possibly introducing Zenith television in The United Kingdom, in the very near future. Although this information is of a very technical nature, I believe that some of the enclosed materials will be of some help to you.

In order to convert to CCIR standards it would be necessary for you to have a minimum amount of conversion and test equipment on hand. We know that you already have a well equipped service department to deal with radios, and the majority of this equipment can be used in conjunction with testing and converting television receivers. In addition to this equipment, you must have a TV-FM signal generator and the proper type of oscilloscope as well.

Enclosed you will find a specification manual covering a "Simpson" model 479 FM-TV Signal Generator. The price of this unit is $375.00, f.o.b. Chicago, and is available only for operation on 105/125 volts. However, there should be no difficulty in using a stepdown transformer for your requirements. Also enclosed is a specification sheet covering model 675A "Hickok" oscilloscope. The price of this instrument is $248.00 cash, f.o.b. Another specification

sheet covering the "Hickok"-model 615 Sweep Generator, priced at $253.00 each, f.o.b., is enclosed.

Finally, optional conversion equipment manufactured by B & K manufacturing company and offered by Empire Exporters of New York City. You may perhaps be interested in model 1076-ES "Television Analyst". As I say, this is strictly optional equipment but can be definitely used to good advantage in converting television receivers for operation on CCIR standards. This and the other equipment mentioned above can be obtained directly from us as a special favor. In other words, we would purchase the unit from the suppliers and ship it to you in the manner desired. However, you are not bound to buy any of this equipment and can perhaps obtain the proper equivalence of English manufacture. All of this information is strictly for your technical assistance.

Enclosed also is a copy of our latest "CCIR" Conversion instruction data. An additional copy of our transformer specification chart covering television receivers and phonographs for your general information only.

All of the necessary parts covering the CCIR conversion can be obtained directly from us. The parts cost for each unit amounts only to approximately $2.00 to $3.00 each, less the cost of the necessary stepdown transformer. We assume you will obtain your own transformers locally at a more favorable price.

Once you have entered the television market, we shall be glad to convert a television receiver, or two, to operate on your local CCIR standards. These sample instruments would contain the necessary replacement parts and would be tagged and marked in order that your local technicians have a good look at the changes involved.

As this letter is of a general nature, I hope that the enclosed paraphernalia will be of some technical assistance

to you and your staff. When you are ready to request additional aid, please do not hesitate to write further.

Thank you,

Best personal regards.

Sincerely yours,

W. Semonoff,

International Division.

WPS/afg
Airmail
Enclosure

(Letterhead of United Mercantile Company, Ltd., Mayfair, London, W. 1.)

28th March, 1962.

Mr. J. A. Miguel, Jnr.;
Vice-President,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue;
Chicago 39,
Illinois.

Dear Mr. Miguel,

With reference to our exchange of cables regarding information on colour T.V. for the B.B.C. I would like to advise you of the following.

Yesterday I had a long conversation with Mr. H. C. Nichols who is the Head of the Planning and Installation Department of the B.B.C. (He used to work for several years in London with Dr. Szegho of Rauland.)

There are two matters which really are of great interest to us.

1. Stereo F.M. Transmissions—The B.B.C. has now decided to go ahead with final tests on the Zenith system

and they are waiting for the return of Dr. Philips after his visit to your factory and station.

In connection with the tests which they will be carrying out they need a number of our phonographs incorporating Multiplex as well as receivers with Multiplex.

While I have all the details on the phonographs we have no details regarding receivers and particularly the new one which I believe is number 1035 (I have seen it being assembled in Plant 5). Also we do not have many details on the MH910.

I will be obliged if you would kindly advise me as soon as possible:—

a) What would be the price for the new 1035. $98.20.

b) Whether the MH910 can work only in conjunction with other FM receivers or if it is a self-contained unit requiring only additional speaker. $48.47.

All the phonographs and the receivers which we shall be supplying to the B.B.C. against their order we shall have to invoice at practically cost which is the usual procedure with all the manufacturers here and as they may be getting a release from Customs duties I wonder whether on receipt of our order your people can put in the step down transformers.

2. Television—Although the Pilkington Committee's report has not yet been published it is definite that the C.C.I.R. system is coming into operation and the channels allocated to Great Britain by C.C.I.R. are in the U.H.F. band. As far as I know (but without any definite certainty) the channels allocated are channels 44, 33, and some others for various areas which means that all the receivers will have to be fitted with U.H.F. channels.

The B.B.C. would also like to order a few of the black and white television sets if you could arrange to have them converted to C.C.I.R. standard and they are sending in a few days all the technical details as far as frequencies are concerned.

Experimental transmissions are definitely starting in July but the actual public transmissions will be known only after the report is published.

3.— Colour Television—The B.B.C. is experimenting very seriously with colour television and there is a fair chance that the Pilkington Committee will recommend it if not for immediate operation it will be for the near future.

At present the B.B.C. has purchased approximately 30 receivers from R.C.A. with which they are experimenting and they have substituted the R.C.A. tube with a new Mullard tube with according to the B.B.C. gives a better quality picture.

They are extremely interested if Rauland will be coming out shortly with their own tube but although I have seen various things in the Rauland plant in the experimental stage these were shown to me in confidence and I could not express any views to the B.B.C.

What the B.B.C. would like to know from you is:—

a) To receive as much as possible technical information both on the transmissions and receiving side, circuits of your colour television sets, servicing instructions, etc., etc.

b) whether you will be willing to convert to C.C.I.R. standards some of your colour receivers as R.C.A. have done for them.

I believe that we are approaching a very exciting new stage in our business here and I am trying to co-operate with the B.B.C. as much as possible.

Looking forward to your very early reply.

With kindest regards.

Yours sincerely,

A. R. Ramsay.

(Letterhead of United Mercantile Company Ltd. Mayfair, London, W. 1.)

Ref: ARR/MS/9026

19th April, 1962.

W. P. Semonoff, Esq.,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39,
Illinois.

Dear Mr. Semonoff,

I refer to your letter of the 14th September, 1961 in which you gave me various details of test equipment required for conversion to C. C. I. R.

I have written today a letter to Mr. Miguel and sent him primarily technical details of the system which will be used in England, and as soon as Mr. Gorbunoff will have a chance to study it we shall know whether the test equipment as suggested by you previously will be sufficient.

When I am in Chicago in May I will have an opportunity to talk with Mr. Gorbunoff and see if there is any other test equipment which would be advisable to have as I am quite prepared to spend a little more money if it can save us time and trouble in the future.

In the catalogue which you sent to me from B & K I notice that they have a model 960 transistor radio analyst and I would be obliged if you could kindly order for us one and ship it as soon as possible.

With knidest regards.

Yours sincerely,

A. R. Ramsay.

April 26, 1962

Mr. A. R. Ramsay
United Mercantile Company, Ltd.
13-14 Queen Street—Mayfair
London W. 1, England

Reference: ARR/MS/9018

Dear Adam:

Your letter dated April 19, enclosing various details regarding the proposed 625 line television system in England, is receiving our full attention.

I have passed this information along to A .Gorbunoff so that he may immediately study this material and give you complete answers and assistance. Just as soon as I get a report from him we will pass it on to you.

We have also noted your arrival in Chicago for the convention.

Kindest regards,

R. M. Carstens
Assistant Sales Manager.

RMC/afg

Air Mail

(Letterhead of United Mercantile Company Ltd. Mayfair, London, W. 1.)

Ref: ARR/MS/9898

1st August, 1962.

Mr. John A. Miguel, Jr.,
Vice-President,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39,
Illinois.

Dear Mr. Miguel,

Well we had our first "Convention", it was a miniature thing comparing to yours but nevertheless I hope it will lead to bigger things and will promote more and more Zenith in this country.

Yesterday at noon we had the press and we have shown them the film on the 2G arm, gave them a demonstration in a similar was as it was done in Chicago (mounted turntables for comparison) and gave them all the details.

I am enclosing specimen of hand-out which also comprised literature, photographs, etc., etc.

The response was above expectation because nearly 60 magazines, B. B. C., Free Europe radio and others turned up, also the Assistant Commercial Attache of the U.S. Embassy was present as well as a representative of the U. S. Trade Center in London.

The first notices in the newspapers have already appeared and we shall send you all the cuttings and you will notice that the really important thing is not so much the 2G arm but the short mention I made on the televisions and the few sets we had on display.

This 625 business is a very great thing in England and I think we have a fair chance and as far as colour is concerned we have a very good chance.

At 6 o'clock we had dealers and their salesmen and more than 40 people turned up.

Again we gave them the film, demonstration, pep talk, spec book, and literature, etc,, etc. and naturally a decent supper.

Everybody seemed to be very impressed and happy.

We have put a lot of effort into this first venture and also it cost a lot of money and it also cost me 3 lbs. in weight, but I am not sorry because it was a real big Zenith day.

No doubt we shall have to make similar affairs in future when we come up with new things and the only thing which depresses me is the fact that this great expense which we are carrying cannot be taken in the co-operative scheme while in fact it is 100% publicity for Zenith.

As you know advertising in this country is so fantastic that we cannot afford it and therefore whenever I get a few notices in the newspapers and the name Zenith mentioned it is worth a lot of money to us.

Going back to the subject of T. V. sets it is quite clear now that if we want to do a real business of it we must have a reasonably priced 19". As you know we took a sample of the K2108 and I would like to have your opinion whether it would be advisable to have a lower model to get the price down without making the conversion too difficult.

As far as colour is concerned I have few orders placed already although up to now I did not receive from you forces on colour instruments and we cannot make even approximate calculations.

As far as the changer is concerned we can build up a very nice market in selling the changer as a competent and

here again I would like to get from you prices on the four models but we are at a certain disadvantage because while radios and phonographs are paying 20% import duty changers are subject to 33⅓% which inflates the price.

I hope that you will pleased at what we have done and with kindest regards.

Yours sincerely,

(Signature illegible.)

August 3, 1962.

Mr. A. R. Ramsay
United Mercantile Company, Ltd.
13-14 Queen Street—Mayfair
London W. 1, England

Dear Mr. Ramsay:

Thanks kindly for your letter of July 30th, No. 9883.

The amendment for letter of credit CDC710 has been received, and is presently being processed. Regarding the new letter of credit, this should be valid for at least 60 days in order to cover all of the materials involved. Upon receipt of this new credit, I will effect a majority part shipment of your orders.

You will be pleased to know that the conversion of the color televisions is not in the works. We will certainly keep you advised as this initial project moves forward. The same will apply as to price.

I am glad to hear that everything reached you in good condition. In the future, all of the large TV-radio-phono combinations will be crated in order to avoid possible damage.

As you know, we are very anxious to receive your report regarding the performance of the black and white television receivers you now have on hand. This is the

first and most important point, since we cannot proceed to convert any of the present television receivers until we have a definite answer from you as to performance, channel overlapping, etc.

The most important news in this letter will be, of course, the fact that our outside source has agreed to convert all of your black and white television receivers for a cost of $20.00 each. In addition to this outside labor charge will be the cost of parts involved in the conversion. All in all, these parts should amount to approximately $6.00 per instrument. As requested in my cable, upon receiving your cable acceptance of this conversion cost, we will immediately proceed to transfer the instruments to the outside service shop for this work. This special conversion rate will apply for any future black and white television receivers that you may wish to have converted. Best personal wishes.

W. P. Semonoff,
International Division.

WPS/jm

airmail

ZENITH

THE WORLDS FINEST RADIO AND STEREOPHONIC EQUIPMENT

SOLE DISTRIBUTORS FOR U.K.

UNITED MERCANTILE COMPANY LTD.

SOVEREIGN HOUSE, 13-14 QUEEN STREET, MAYFAIR, LONDON, W.1

Telephone: GROsvenor 4901/3 Telegrams: Ramparts, London, Telex Telex No.: 27490

DIRECTORS • A. B. RAMSAY, G. H. SAUNDERS

Ref: ARB/MS/9018
19th April, 1962.

John A. Miguel, Jnr., Esq.,
Vice President,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39,
Illinois.

Dear Mr. Miguel,

We have now received from the B.B.C. a summary of proposed specification for the 625 line system in England and you will notice that it is intended to operate in the U.H.F. band.

The frequencies which were allocated to the B.B.C. are quoted in the summary but we have not yet got the frequencies which the I.T.A. (the commercial channel) will be using, nor do we have any details of additional channels which will be opened up in future. These details should be available as soon as the Pilkington Report is published which is expected soon after Easter.

I am sending you two copies of the proposed specification as well as two technical memorandums of the B.B.C. which may be of interest to your technical people but what we are primarily concerned with is how difficult and complicated will be the conversion to your instrument s to the proposed system. What is also of greatest importance to us is to receive from you as soon as possible a recommendation of any test equipment which we will require to do the modifications.

I do not know what are the frequencies used in the U.S.A. in the UHF band but maybe we will be lucky and they will be the same as proposed by the B.B.C. and they will at least save us the adjustment of the frequency strips.

/We have

Ref: ARR/MS/9018
19th April, 1962.

We have in stock for demonstration purposes one 19" portable model H2231 and I wonder whether it would be possible for Mr. Gorbunoff to prepare for us an instruction of all the necessary parts required so that we can try to convert this set to the required standard. Naturally it will need a UHF tuner.

When I am in Chicago we shall then be able to discuss in detail all the procedures for future as now there is no doubt whatsoever that the 625-line system is coming to Britain.

noted
JG

I am taking this opportunity to confirm that I will be coming over to Chicago with my Wife on the 22nd May on the Pan American flight from London and I will be obliged if you would kindly ask your office to reserve for us a double bedroom at the Edgewater Beach Hotel.

Looking forward to seeing you soon.

Yours sincerely,

WESTERN UNION TELEGRAM

WESTERN UNION TELEGRAM

WESTERN UNION TELEGRAM

ON

ZEC002 638A CDT AUG 3 62 SCA011 SA082

AA025 VA ACRA002 VIA COMMERCIAL

JCB1572/XN1 LONDON 34 3 932A

LT ZENITHSACO

CHICAGOILL

PLEASE PROCEED CONVERSION TV AS PER YOUR CABLE STOP IMPERATIVE YOU SECURE 10 EACH MODEL PROFESSIONAL AND 6 EACH PRECISION CHANGERS FOR

TO ALLOW MODIFY 1962 MODELS IN STOCK

RAMSACO

10 6 1962

WESTERN UNION

CLASS OF SERVICE
FAX
CABLE LETTER (LT) X
PRESS
FULL RATE WILL APPLY UNLESS OTHERWISE INDICATED

INTERNATIONAL COMMUNICATIONS

CABLEGRAM

W. P. MARSHALL, PRESIDENT

ALL AROUND THE WORLD

NO. WDS.-CL. OF SVC.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
		9201-203	

SENDER HERE SPECIFY CODE MARK W. U. CABLES HERE

To RAYSACO TELEX

8-2- 19 62

LONDON ENGLAND Via COMMERCIAL

REYURLET 9883 LAST PARAGRAPH OUR OUTSIDE SOURCE AGREES CONVERT B & W TELEVISIONS AT TWENTY DOLLARS EACH PLUS COST OF PARTS APPROX. SIX DOLLARS EACH STOP CAN PROCEED TO CONVERT IMMEDIATELY OUTSTANDING B & W ORDER UPON RECEIPT YOUR CABLE ACCEPTANCE

ZENITHSACO

MPS/afg

PHONED IN AT 3:35

Send the above message subject to the conditions, rules and regulations of The Western Union Telegraph Company set forth in its tariffs on file with the Federal Communications Commission.

WESTERN UNION

INTERNATIONAL COMMUNICATIONS

CABLEGRAM

W. P. MARSHALL, PRESIDENT

ALL AROUND THE WORLD

CLASS OF SERVICE	
MAIL	
CABLE LETTER (LT)	LT
PRESS	
FULL RATE WILL APPLY UNLESS OTHERWISE INDICATED	

NO. WDS.-CL. OF SVC.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
		9201-203	

SERVICE MARK CAUTION POINTS MADE IN W. U. CABLES FILED

To RAHSACO TELEX 8-2- 19 62

LONDON ENGLAND Via COMMERCIAL

REYURLET 9883 LAST PARAGRAPH OUR OUTSIDE SOURCE AGREES CONVERT B & W TELEVISIONS AT TWENTY DOLLARS EACH PLUS COST OF PARTS APPROX. SIX DOLLARS EACH STOP CAN PROCEED TO CONVERT IMMEDIATELY OUTSTANDING B & W ORDER UPON RECEIPT YOUR CABLE ACCEPTANCE

ZENITHSACO

WPS/afg

PHONED IN AT 3:35

Send the above message subject to the conditions, rules and regulations of The Western Union Telegraph Company set forth in its tariffs on file with the Federal Communications Commission.

August 7, 1962.

Mr. A. R. Ramsay
United Mercantile Company, Ltd.
13-14 Queen Street—Mayfair
London W. 1, England

Dear Mr. Ramsay:

Thanks kindly for your letter of August 1st, No. 9900. As yet, we have not received anything about the Zenith "big day", and I am looking forward to seeing the photographs, etc. that you will be sending to Mr. Miguel.

Although it is quite obvious that you will be able to sell a nice number of the new changers, it is suggested that you do not readily offer these to your trade because they are not available at the present time. I realize that many of your past customers will want the new arm on their older phonographs, but we cannot offer this because as yet no policy has been set by Management.

For your own confidential information, it will be possible to modify the older stereo "Professional" changer by adding the new "2G" arm and "pop up" brush feature. The complete arm assembly and other linkages must be changed and the base plate for the older changer must be plugged and three new holes added for the brush. At the present time, the arms and several of the other parts are not available, and no pricing has been set. This decision is again pending with Management, and I will let you know the outcome as quickly as possible. I will say that this operation can only be done by a qualified engineer and not by an ordinary worker if the changer is to operate properly. And again, a special jig will have to be made in order to properly drill the three holes necessary for the mounting of the brush on the old changer. All of this

work is well known to us at the present time, but I would suggest that you hold back until a definite decision has been reached here in Chicago.

Concerning your "P.S.", as I told you previously, the color TV sets are presently in the works to be converted, and I will keep you advised as the work progresses. I know that you want these sets as quickly as possible, and we are doing our very best in this regard.

I have also written a separate order covering 24 assorted colors of the Royal 50K portable radio, and will include these on one of your future air consignments, along with parts. They will be packed separately as requested.

In regard to your letter of August 3rd, No. 9930, the black and white television sets have already gone forward to our outside source for CCIR British conversion. The invoicing of this labor charge will be done separately on an "EP" along with the parts. It will not be included in the total price of the television receiver on our general instrument invoice.

Once again, there are no changers available at the present time for your potential component customers. However, please be assured that you will receive enough changers to make the switch in your "MH" line of phonographs that are in your own and dealer's stocks at the present time. Mrs. Vigil is handling this, and will be writing to you further regarding the quantities, etc.

Your question as to whether or not the "stereo Professional" can be mounted in a pan on runners is well taken. However, I once again urge you not to make any serious remarks to your customers, since I believe the component changer will be offered with its own stand or "pan". The latest Micro-Touch "stereo Professional" changers are adaptable and will fit into the older pan as was used in our previous lines. However, I understand that these pans

and runners are definitely not available and will not be offered in the future. Again, please retard your anxiety and try to keep this new component changers a mystery to your trade until such time as it is actually available, etc. I readize that there is a great amount of interest in England, but we are experiencing the same type of reaction here in the States.

Regarding your question to Mr. Gorbunoff, I believe I can answer this by saying that our normal CCIR conversion instructions will have the necessary information for Australia, New Zealand, etc. I will send you several copies of the normal CCIR instructions as soon as they become available. This should be within the next 10 days.

Regarding the conversion instructions for the British CCIR system, these are presently in the works, but are not expected to become available for several weeks, at least until some definite answers are known to us. For instance, we are still awaiting your answer regarding the performance of the present black and white sets that you have on hand.

I also have your letter of August 2nd, No. 9909, regarding the few changers that arrived with a broken part. Please be assured that all departments concerned are well aware of this packaging error. The necessary changes have been made in order to correct this breakage. Meanwhile, I have advised Mrs. Vigil to replace, no charge, 3 of the part number 43-556 that were damaged. These are being sent to you via airmail.

I trust this will cover most of the points brought out in your recent letters. I might finish by adding that our credit department has requested that I once again ask you for payment of your open account items that are presently approximately $3300.00. An answer in this respect will be appreciated.

Another thing, kindly return all of the glass slides that I sent you for your press conference. Did you decide to use them? And if so, do you feel they were of any assistance in your presentations?

Best personal regards.

Sincerely,

W. P. Semonoff,
International Division.

WP/jm

airmail

(Letterhead of United Mercantile Company Ltd.,
London, W. 1.)

Ref: ARR/MS/9900

1st August, 1962.

W. P. Semonoff, Esq.,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39, Illinois.

Dear Wally,

The big Zenith day is over now and we are back to normal work and no doubt Mr. Miguel will show you what we have done.

It is quite obvious now that we shall be able sell quite large quantities of changers as a component as well as we shall have to change all the changers on the instruments on the H line which we have in stock. Also a number of customers who have purchased phonographs in the last year and have the professional changer will want the new one.

That poses a certain problem because while we can do all the jobs easily ourselves we shall be left with a number of professional changers with the ordinary arm.

We have examined the new changer carefully and it appears that the only modification is the attachment for the brush and holder for the new arm and we wonder whether we cannot do this modification ourselves here if you supply us with the necessary parts. Or alternatively whether it would be worthwhile to send the changers to the States so that your factory can change the top plate for the new one with the attachment.

With kindest regards.

Yours sincerely,

Illegible.

P. S. Please send us all the colour T. V. sets as quickly as you can—that is really important.

Also please send us by air with the next consignment of spares etc., 24 assorted Royal 50—it is important that these 24 units are packed in a completely separate parcel.

Illegible.

ZENITH

THE WORLD'S FINEST RADIO AND STEREOPHONIC EQUIPMENT

SOLE DISTRIBUTORS FOR U.K.
UNITED MERCANTILE COMPANY LTD.
SOVEREIGN HOUSE · 13-14, QUEEN STREET · MAYFAIR · LONDON, W.1.
TELEPHONE: GROsvenor 4001-9 · TELEGRAMS: HANSACO LONDON TELEX · TELEX 23010
DIRECTORS
A. G. SANDAY
S. H. SALMON

Ref: ARR/MS/9909
2nd August, 1962.

W.P. Semonoff, Esq.,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39,
Illinois.

Dear Mr. Semonoff,

I would be obliged if you would kindly advise the Engineering and Packing Designers that they must do something about protecting the new changers from damage.

Out of the four units which we have received and which were packed additionally in a outer carton three part number 43-556 were damaged.

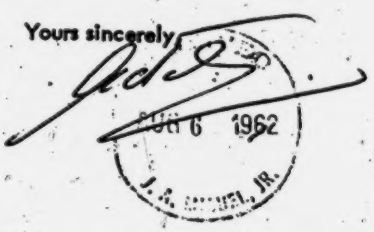
This part is a plastic moulding and fixes into the counter balance part of the arm with two little screws.

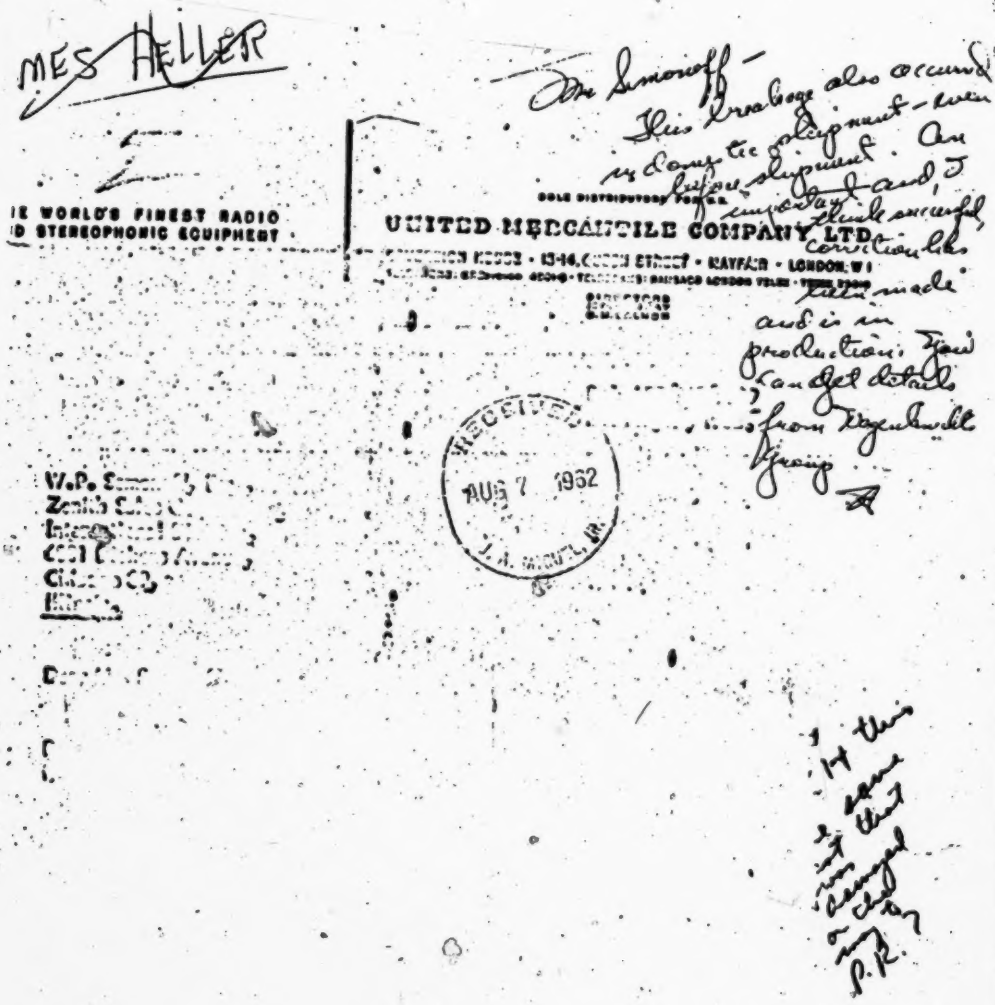
In all three cases the plastic moulding was broken off.

With kindest regards.

Yours sincerely,

Jan 1st This is the same part that was damaged on the 2nd one from P.R.




MES HELLER

Mr Simonoff –
This breakage also occurred
in doing the original shipment – even
before shipment. Am
enquiring and I
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from Hazelwood
Wyeing

E WORLD'S FINEST RADIO
D STEREOPHONIC EQUIPMENT

UNITED MERCANTILE COMPANY LTD.

RECEIVED
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THE WORLD'S FINEST RADIO AND STEREOPHONIC EQUIPMENT

RECEIVED AUG 7 1962

SOLE DISTRIBUTORS FOR U.K.

UNITED MERCANTILE COMPANY LTD

COVENTRY HOUSE · 134-6, QUEEN STREET · MAYFAIR · LONDON, W.1

DIRECTORS

[illegible] AEP/MC/9909

[illegible] 1962.

This was first
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T. Thenger 8/6/62

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P.R.

(Letterhead of United Mercantile Company, Ltd.,
London, W. 1.)

Ref: ARR/MS/9930

3rd August, 1962.

W. P. Semonoff, Esq.,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39, Illinois.

Dear Wally,

I confirm my cable of today in which I asked you to go ahead with the conversions on the T. V. sets at the cost quoted.

I would be obliged if this item is invoiced separately and not included in the total price of the T. V. on your invoice.

It was with great regret that I heard that no changers will be available for a few months because as a result of our promotion we have created a considerable interest among private users, hi fi specialists, and some manufacturers and I believe that a substantial business could be created.

Please let me know more exactly when could we expect any deliveries but I hope that you will manage to get for us at least the small quantity mentioned by me which we need to replace the units in stock and with some dealers.

Could you also find out for us whether the De Luxe or Custom Professional can be mounted on a pan and runners as used in the SFF and SFD line. I need this information for one of the high class manufacturers in England who makes up special cabinets but buys all the components from outside sources.

If it is possible to do so could Mrs. Vigil quote us a price for the complete pans and runners and whether they are available.

I have also a technical question to ask and I hope that Mr. Gorbunoff will be able to advise us.

It concerns the CCIR sets for countries such as Australia, New Zealand, etc., we get occasionally people interested and I understand that we would have to use the VHF strips but can he let us know whether the British proposed CCIR system that the 8 Mc channel width and 6 Mc intercarrier can be used successfully on the ordinary CCIR with 7 Mc and 5.5 Mc respectively.

If not we would like to have instructions from him what should we do to modify the sets.

In any case I believe that very shortly you will be sending us conversion instructions to the British CCIR system which we have not received yet.

With kindest regards.

Yours sincerely,

Illegible.

August 15, 1962.

Mr. A. R. Ramsay
United Mercantile Company, Ltd.
13-14 Queen Street—Mayfair
London W. 1, England

Dear Mr. Ramsay:

Many thanks for your letter of August 8, No. 99[redacted].

I note your remarks concerning the two additional television receivers that you wish to have converted and included with your next "SEA" consignment.

Two television receivers will be included. However, we can not furnish the model K2214 already converted because

we do not have any special transformers available for operation on your particular voltages. I have therefore taken the liberty by substituting the model K2214 with a model K2228L since this model will facilitate conversion and the addition of the necessary transformers.

For your information, in the space command series we will not be able to furnish any sets for your area in the following models:

K2211J
K2213L
K2214F and J

The main reason being that we do not have any space command transformers available for 220 operation. However, on the higher end of the line starting with the model K2228 we can easily convert these sets without much difficulty. Kindly keep this in mind when ordering in the future. I trust that the change to the model K2228L will be acceptable by you since I have already transferred this to our outside source for conversion to CCIR.

We have taken note of your information regarding the transmissions that were expected to start in several days. Alex Gorbunoff has thoroughly examined your information and has therefore ordered some ~~UHF~~ strips to be used in the sets that we are presently converting. As you know, we would greatly appreciate your keeping us advised regularly as to the results of these trial transmissions, as they occur.

Best personal regards.

Sincerely,

W. P. Semonoff,
International Division.

WPS/dc

Airmail

October 9, 1962.

Mr. A. R. Ramsay
United Mercantile Company, Ltd.
13-14 Queen Street—Mayfair
London W. 1, England

Dear Adam:

Thank you for your letter of September 28th, No. 10397. As requested, we will not obtain any of the baluns for you since, as you say, you can probably obtain them cheaper locally.

I am glad to know that BBC has started your local testing and that the Zenith receivers are operating satisfactorily. We should like to know exactly what adjustments you had to make in order to bring in the best possible picture.

Yes, the man that is converting all of your sets definitely does have all of the necessary signal generators, oscilloscopes, etc. In fact, he has quite an elaborate setup and can convert simultaneously on two independent sort-of "production line" basis. This work is definitely not done theoretically! I have personally examined his premises and work.

Please keep your comments floating to us regarding the performance of the Zenith receivers. Also, an exact technical description of any fine adjustments that had to be made, etc. With this information, we will be in a much better position to offer a better converted set.

Best personal regards.

Sincerely,

W. P. Semonoff,
International Division.

WPS/jm
airmail

(Letterhead of United Mercantile Company Ltd.,
London, W. 1.)

Ref: ARR/MS/10397

28th September, 1962.

W. P. Semonoff, Esq.,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39, Illinois.

Dear Wally,

Regarding the baluns as per your letter of the 26th inst. in future we shall be having the sets for U. K. converted to the 75 ohms impedence.

For the moment I would not bother to send us any baluns as we can get them locally and probably cheaper that from the States.

I am taking this opportunity to mention that the B. B. C. have now started the tests but they are only putting on a test card and sound and generally I would say that the sets are well converted although some of them may need very slight adjustment which is understandable.

As a matter of interest I wonder how your man is converting these sets. Does he have all the necessary instruments? Or is it done purely theoretically?

With kindest regards.

Yours sincerely,

Illegible.

(Letterhead of United Mercantile Company Ltd.,
London, W. 1.)

Ref: ARR/MS/10712

8th November, 1962

Mr. John A. Miguel, Jnr.,
Vice President,
Zenith Sales Corporation,
International Division,
6001 Dickens Avenue,
Chicago 39, Illinois.

Dear Mr. Miguel,

No doubt you are interested how things are shaping in this pre Christmas period.

As far as phonographs are concerned business is quite good and all the 1962 models are sold out and when I say sold out I mean that there are none with the dealers as in most cases the dealers only order against specific orders they have.

As you can see I have managed now to estimate pretty well.

As far as radios are concerned we are selling a few portables such as the Royal 650's and Royal 675's and naturally the Royal 1000D's and we have good hopes for the Royal 3000 but business for the small pocket size radios such as the Royal 50 and Royal 125, etc., is extemely slow. The reason is that the market is flooded with all kinds of British and foreign cheap stuff.

Regarding television the tests have started on the U. H. F. 625 lines and the sets converted by you proved very good indeed except for one or two with remote control when the sound is a little out of frequency. Also the picture is extremely good.

Nobody knows yet when the regular transmissions will start and until such time naturally we cannot start marketing but we are getting acquainted more and more with the T. V. business and the servicing side. In fact, we are getting all the test instruments from you next week.

I am enclosing a list published by Electrical and Radio Trading which will give you all the prices of radios and T. V.'s which are available in the U. K. and which may be of interest to you for your records.

I am also enclosing an article which appeared on stereo FM for the daily clip sheet.

While on the subject of stereo FM we are getting more and more enquiries about it as great interest has been created by the test transmissions and on several occasions we have sold some separate tuners which are mainly required for experimental purposes.

I feel that we can create quite a good market as far as tuners are concerned but what we would like is some descriptive literature and I wonder if anything is anticipated as it seems probable that Zenith will enter the components market from what I can guess from various press comments.

With kindest regards.

Yours sincerely,

Illegible.

DEFENDANT'S BULK EXHIBIT NO. 113

April 4, 1958.

Mr. Ricardo M. Argerich
Embajada De La Republica Argentina,
9, Wilton Crescent, London, S. W. 1, England

Dear Sir:

Many thanks for your inquiry of January 25, 1958, received in this office March 31, 1958, relative to Zenith Radio alarm clocks.

In response to your request we are enclosing the 1958 radio brochure and our respective export price list SPRA-108.

All clock radios are designed for normal 115 volts 60 cycles operation, however, with the use of a 50 cycle clock rotor and the 220/110 stepdown transformer the complete line can be utilized on either current as supplied in London or Buenos Aires.

We trust that the enclosed as well as the foregoing answers your questions in full and we will look forward to being of further serivce to you at a later date.

Yours very truly,

H. L. Grimm,
International Division.

HLG/ct
Encls.

Air Mail

Embajada de la Republica Argentina.
9, Wilton Crescent, London, S. W. 1.

Tel.: Belgravia 3717-8.

25th January 1958.

The Secretary,
Zenith Radio Corporation,
International Division,
Chicago 39,
Illinois.

Dear Sir,

I should be very grateful if you would furnish me with pamphlets of radios with alarm clocks which can be used in London and Buenos Aires.

Yours faithfully,

/s/ R. Argerich
Ricardo M. Argerich
Agregado

London—50-210V

B. Aires 50-210V

November 21, 1958

Mr. Ezra Suleiman
Whittinghaus College
Surrenden Road
Brighton 6, Sussex
England

Dear Sir:

We acknowledge and thank you very kindly for your recent inquiry and in response thereto, are pleased to enclose complete radio line brochure and applicable export courtesy price list.

Complete details are included in the attached brochure, prices of batteries and accessories for the various transistor models outlined on page seven along with our terms of payment.

If you feel definitely interested in one of the sets, please advise and we will be more than pleased to extend the total estimated CIF quotation.

We take this opportunity to thank you for the interest shown in Zenith products and trust we may have the privilege of being of further service.

Yours very truly,

H. L. Grimm
International Division

HLG:ca
Airmail
enc.

Ezra Suleiman
Whettingehame College
Surrenden Rd.
Brighton 6.

Zenith Radio Corp.
Chicago 39,
Illinois.

Dear Sir,

I would be very grateful if you could send full information of your Zenith Radios. I am particularly interested in the Royal 200 Royal 300 and Royal 500D. I have noticed your advertisement in 'The Newsweek', but you omit the price.

Thanking you in anticipation.

Yours faithfully

E. Suleiman

By Air Mail

(Postmark) Brighton & Hope, Sussex

16 Nov. 1958

To:—Zenith Radio Corp.
Chciago 39,
Illinois
U.S.A.

Sender's name and address: Ezra Suleiman, Whittingehaus College, Surrenden Rd. Brighton 6 Sussex Eng.

An air letter should not contain any enclosure: if it does it will be surcharged or sent by ordinary mail.

December 30, 1958

Mr. David Brookes
50 Brook Vale
Waterloo
Liverpool 22, England

Dear Mr. Brookes:

We acknowledge and thank you very kindly for your recent inquiry and in response thereto are pleased to enclose our latest radio line brochure as well as individual brochure on Zenith's Royal "1000" Thansoceanic radio.

The latter model, that is the Royal "1000," is also manufactured in a second unit designated as the Royal "1000D." They are identical with the exception that the Royal "1000D" contains a ninth waveland covering 150-400 KC, utilized in Europe as a long waveband, in the United States as a CAA weather navigation band.

We take this opportunity to thank you very kindly for your interest in Zenith's products and sincerely trust that we may have the pleasure of being of further service.

Yours very truly,

H. L. Grimm
International Division

HLG:ca

Airmail

enc.

(Stamp) Received Dec. 19, 1958. J. A. Miguel, Jr.

Zenith Radio Corp.
50 Brook Vale,
Waterloo,
Liverpool 22
England.

Dear Sir,

I would be very grateful if you could send me any leaflets on your outstanding radios, the Royal 1000, and the new 9-band Royal 1000D. Any other information on other Zenith radios would be appreciated also.

Yours faithfully,

Mr. David Brookes.

March 30, 1959

Dr. David C. Rogers
50 Sandridge Road
Melksham, Wiltshire, England

Dear Mr. Rogers:

Thank you very much for your inquiry of March 14.

To acquaint you with our entire television line, we are enclosing a folder describing all models including those equipped with the exclusive Zenith Space Command, remote control TV tuning.

Zenith's Space Command is not an extra cost accessory nor is it available as an individual separate unit. Zenith's Space Command is a built-in feature on all models of the present line bearing the 3000 and 4000 model numbers.

Thank you for your interest.

Very truly yours,

N. D. Olson, Jr.
International Division.

NDO/ak

Air Mail

Encl.

50 Sandridge Road,
Melksham,
Wiltshire

14-3-59

Dear Sir or Madam,

I am writing to ask you about your wonderful Zenith Space Command Tuner.

I saw an advertisement in the National Geographic Magazine 1956 which my grandad gave me I am afraid it does not say how much it costs. So, I would be very grateful indeed (if you are not too busy) if you would send me a letter telling me how much the TV Tuner would cost in English money, and also give me some more details about it. If you would please send me a letter could you send it to this address.

David C. Rogers
50 Sandridge Road,
Melksham,
Wiltshire,
England.

Yours Sincerely

D. Rogers

June 16, 1959

Winter Trading Co. Ltd.
Winter House
95-99, Ladbroke Grove W. 11
England

Attention: Mr. H. Winter
Managing Director

Gentlemen:

We thank you for your letter of May 30 in which you applied for our distribution franchise for the United Kingdom in view of recent changes in the British import and exchange restrictions.

We appreciate your interest in our products very much, however, we have received within the last couple of weeks numerous inquiries of similar nature from interested parties in your country and we are at present investigating several firms, as well as the general market conditions for electronic products in the United Kingdom.

We shall be pleased to revert back to your inquiry as soon as we have accumulated certain informative material and, in the meantime, we remain,

Yours very truly,

Walter R. Peirels
Assistant Sales Manager
International Division

WRP/ag
Airmail
2110.1

(Letterhead of Winter Trading Co. Ltd., 95-99, Ladbroke Grove, W. 11, England.)

Export Division Our. Ref: HW/VIG

30th May, 1959.

Zenith Radio Corporation,
6001 Dickens Avenue,
Chicago 39, Illinois.

Dear Sirs,

We are approaching you with a view to asking you whether we may introduce your equipment on to the British market. The name Zenith is well-known in this country and we feel that a reasonable amount of business can be done, due to the waiving of import restrictions and the freer importation of goods from the United States. There should be a chance to establish your merchandise in the British Market, and we wonder whether it would be possible for you to grant us the sole distribution for your equipment.

In case our Company is not familiar to you, may we inform you that we are large importers and distributors of Continental, Japanese and British radio receiving components. We are the sole distributors in this country for the famous Max Braun Radio Receivers of Frankfurt, Germany, we import receivers from the Hitachi and Victor Companies of Japan and we feel sure that we could do ample justice to your products in the United Kingdom. References from the above are at your disposal, and our bankers are the Westminster Bank Limited and Barclays Bank Limited.

We have twenty representatives attached to this Company (not agents), four branches spread over the south of

England and are well-introduced with dealers and wholesalers everywhere.

Looking forward with interest to hearing from you,

Yours faithfully,

Winter Trading Co. Ltd.,
H. Winter,
Managing Director.

Z 110 1
Z 110 2

September 17, 1959.

Mr. D. W. Wedderspoon,
109 Jermyn Street,
London, S. W. 1, England.

Dear Mr. Wedderspoon:

Mr. Donald Harley of our New York Display Salon has advised us that you are interested in receiving a list of our radios together with the tube and transistor complement of each. Enclosed are service manuals for our various portable radios and table radios. You will find the information that you have requested is incorporated in these service manuals.

If we can be of further service, please let us know.

Yours very truly,

R. M. Carstens,
Sales Supervisor.

RMC/cl
Air-Mail
(Encl.)

Interocean Advertising Corporation
666 Fifth Avenue Judson 2-2242
New York 19, N. Y.

September 4, 1959.

Mr. John A. Miguel, Vice President, Export,
Zenith Radio Corporation,
6001 Dickens Avenue,
Chicago 39, Illinois.

Dear Mr. Miguel:

Attached is a copy of a letter presented to me yesterday by Mr. D. W. Wedderspoon who visited our New York Display Salon. I personally conducted him on a tour of the Salon and went through the radio line in which he was principally interested.

Mr. Wedderspoon requested a list of all our radios and the tube and transistor complement of each. We have no such information available here, so I pass this request along to you for your handling.

His address is: 109 Jermyn Street, London S. W. 1, England.

Sincerely yours,

Interocean Advertising Corp.
Donald J. Harley
Manager, Display Salon

DJH:ac

Attach.

P.S. Mr. & Mrs. Edward I. M-Khouri from Lebanon were into the Salon yesterday and were most pleased with their visit. They are on their way to Chicago. Also in recently Bert Fantocci, Distr in Florence, Italy. Don.

(Letterhead of United Mercantile Company Ltd.,
London, S.W.1.)

Ref: ARR/GS/3156

4th August, 1959

Mr. Donald J. Harley,
Manager—Display Salon,
Interocean Advertising Corporation,
666 Fifth Ave,
New York 19, N. Y.

Dear Mr. Harley,

This is to introduce Mr. D. W. Wedderspoon, the managing Director of Dale Electronics Limited, who is visiting the U. S. A. on a business trip.

Mr. Wedderspoon is very interested in the Zenith range of goods and we shall be most obliged if you will kindly extend to him your usual courtesy and arrange for him to be shown around your Showroom.

Thanking you.

Yours sincerely,

for United Mercantile Company, Ltd.

A. R. Ramsey Signed)
Director

DEFENDANT'S BULK EXHIBIT NO. 114.

License Agreement, dated September 26, 1957, by and between Radio Corporation of America, a corporation of the State of Delaware, having an office in the RCA Building, 30 Rockefeller Plaza, New York, New York (hereinafter referred to as RCA), Zenith Radio Corporation, a corporation of the State of Illinois, having an office at 6001 West Dickens Avenue, Chicago, Illinois, and The Rauland Corporation, a corporation of the State of Illinois, having a principal place of business at 4245 North Knox Avenue, Chicago, Illinois (collectively hereinafter referred to as Zenith).

In consideration of the premises, the licenses granted herein by each party to the other, and the agreements, covenants and conditions herein contained, the parties hereby agree each with the other as follows:

Article I.

Definitions.

For the purposes of this License Agreement the following definitions shall apply:

Section 1. "Broadcast receiving set" means a receiving set of a type (other than theater television and theater facsimile types) designed primarily for the reception of broadcast signals representative of pictures, news, music, speeches, sermons, advertising, entertainment, educational and similar matter, or any of them, or combinations of any of them, for the purpose of entertainment or instruction. "Broadcast signals" means signals transmitted by means of electromagnetic waves, variations or impulses radiated through space and intended for the general public.

Section 2. "Theater television and theater facsimile types" means picture broadcast receiving sets of types designed primarily for use in theaters or other places of public entertainment where an admission or entertainment charge is made.

Section 3. A "color television broadcast receiving set" means a television broadcast receiving set capable of reproducing a picture embodying two or more chromatic colors. "Chromatic colors" means colors such as reds, greens, blues, purples, yellows and browns, as distinguished from the achromatic colors—black, white and grays.

Section 4. A "monochrome television broadcast receiving set" means a television broadcast receiving set which is not capable of reproducing a picture embodying two or more chromatic colors.

Section 5. "Pictures" means light images. shadows, reflections, photographs and other visible reproductions of the aspect or shape of animate or inanimate objects or of drawings, writings, forms and other graphic, printed or written matter of all kinds.

Section 6. "Electrical phonograph" means apparatus of a type designed primarily for use in homes for the reproduction of sound, either directly or in conjunction with a sound broadcast receiving set and/or a monochrome television broadcast receiving set, from a sound record used in or in connection with such apparatus, to be heard in the immediate vicinity of the apparatus, in which such record gives rise to or controls an electric current or electromotive force in such a way that the variations of the electric current or electromotive force correspond in some way to the recorded sounds, and the electric current or electromotive force directly or indirectly brings about the production of sound either from said apparatus or from said broadcast receiving set.

Section 7. "Electron tube" means a device comprising

two or more electrodes and an envelope which is to any extent evacuated or contains gas, vapor or liquid under any degree of pressure, which device operates by the passage of an electric current through the vacuum, gas or vapor contained within the envelope, including gas or vapor produced from such liquid, to change the form of, control or modify energy supplied thereto. The term shall not be deemed to include X-ray tubes or devices such as fluorescent or other gas-filled lamps, the primary purpose of which is to furnish illumination in the visible, infrared or ultraviolet region.

Section 8. A "receiving tube" means an electron tube of the type generally used in broadcast radio and/or monochrome television receivers but does not include cathode ray tubes.

Section 9. A "color tube" is an electron tube of the cathode ray type which is capable of producing or reproducing a visual color image embodying two or more chromatic colors.

Section 10. "Subscription service" means a service embodying signals which are transmitted in coded or scrambled form requiring correction or decoding in a receiving unit in order to effect intelligible reproduction of the message represented by such signals.

Section 11. "Subsidiary" means a corporation in which a party hereto now or hereafter during the term of this license Agreement owns in excess of fifty per cent of the stock having the right to vote for the election of directors.

Article II.

Licenses.

Section 1. Subject to the terms and conditions of this License Agreement, each party and its subsidiaries hereto grant and agree to grant to the other and its subsidiaries a personal, indivisible, nontransferable and non exclusive, royalty-free license to manufacture, use and sell the Apparatus hereinafter specified in Section 2 of this Article II.

The license to manufacture includes the right to have Licensed Apparatus made for each party hereto for sale by and under the trade name of such party, but shall not include any right by implication or otherwise to have Licensed Apparatus made for any person, partnership or company which is not a subsidiary of a party hereto, nor shall such right be deemed to include any sublicensing right.

These licenses are granted under all the United States and foreign letters patent issued prior to September 1, 1957 covering inventions relating to, or useful in, Licensed Apparatus, or in the manufacture thereof, owned by each party hereto and its subsidiaries or by others, with respect to which and to the extent to which, and subject to the conditions under which, the parties hereto and their subsidiaries shall have the right to grant the licenses herein granted and agreed to be granted under this License Agreement; except that no licenses are herein granted under any United States or foreign letters patent owned or controlled by General Electric Company or Western Electric Company, Incorporated.

Section 2. Subject to the provisions of Section 3 of this Article II, such licenses are granted for the following apparatus (sometimes referred to herein as "Licensed Apparatus"):

(a) complete monochrome television broadcast receiving sets including accompanying sound, if any;

(b) complete sound broadcast receiving sets;

(c) complete electrical phonographs;

(d) combinations of any two or all of the kinds of apparatus specified in subparagraphs (a), (b) and (c) of this Section 2.

(e) receiving tubes; and

(f) cathode ray tubes for use in monochrome television broadcast receiving sets.

Section 3. Anything in this License Agreement to the contrary notwithstanding, no license is herein granted, and no act or acts of manufacture or sale hereunder shall be construed as or result in conveying any license expressly or by implication, estoppel or otherwise, under or with respect to:

(a) Letters Patent with respect to which either party can grant licenses only upon the payment of royalties or other consideration; or

(b) Letters Patent claims relating to the structure or manufacture of batteries; or

(c) Color television broadcast receiving sets and/or electron tubes for use in such sets including color tubes; or

(d) Letters Patent claims relating to subscription services.

Article III.

Term.

This License Agreement shall commence on September 1, 1957 and shall continue in force until January 1, 1963.

Article IV.

Miscellaneous Provisions.

Section 1. This License Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions and negotiations between them, and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter hereof, other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by the party to be bound thereby or by a proper and duly authorized officer of such party.

Section 2. It is understood and agreed that no estoppel to contest the validity of any patent licensed herein shall survive the term of this License Agreement or extend to the use of any such patent in respect of apparatus other than Licensed Apparatus.

Section 3. This License Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

In Witness Whereof, RCA, Zenith and Rauland have duly executed this License Agreement under seal and/or have caused it to be duly executed in their names by their proper officers thereunto duly authorized.

Attest:
John R. Cannon,
Secretary.

[Seal] Radio Corporation of America,
By John L. Burns,
President.

Attest:
Karl E. Hassel,
Secretary.

[Seal] Zenith Radio Corporation,
By E. F. McDonald, Jr.,
President.

Attest:
Karl E. Hassel,
Secretary.

[Seal] The Rauland Corporation,
By E. N. Rauland,
President.

State of New York,
County of New York. } ss.

On the 26th day of September, 1957, before me personally came John L. Burns, to me known, who, being by me duly sworn, did depose and say that he resides in Greenwich, Connecticut; that he is President of Radio Corporation of America, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Alma K. Folmsbee,
Notary Public.

Alma K. Folmsbee
Notary Public, State of New York
No. 31-6351000
Qualified in New York County
Commission Expires March 30, 1958.

State of Illinois,
County of Cook. } ss.

On the 24th day of September 1957, before me personally came E. F. McDonald, Jr., to me known, who, being by me duly sworn, did depose and say that he resides in Chicago, Illinois; that he is President of Zenith Radio Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Edith B. O'Connor,
Notary Public.

State of Illinois, }
County of Cook. } ss.

On the 24th day of September, 1957, before me personally came E. N. Rauland, to me known, who, being by me duly sworn, did depose and say that he resides in Evanston, Illinois; that he is President of The Rauland Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Edith B. O'Connor,
Notary Public.

Agreement.

It is the agreement and understanding of the undersigned that the releases exchanged between them pursuant to paragraph 1 of the Agreement for Settlement of Litigations of September 9, 1957 do not release or affect any of the obligations or undertakings contained in the said Agreement for Settlement of Litigations.

Attest:
Karl E. Hassel,
Secretary.

Zenith Radio Corporation,
By Joseph A. Wright,
Vice President.

Attest:
A. J. Franczak,
Asst. Secretary.

The Rauland Corporation,
By Karl E. Hassel,
Secretary.

Attest:
John G. Cannon,
Secretary.

Radio Corporation of America,
By Robert R. Weiner,
Vice President.

Attest:
John W. Beamer,
Attesting Secretary.

General Electric Company,
By Ray W. Luebbe,
Vice President.

General Electric Company

-and-

Zenith Radio Corporation and
The Rauland Corporation

License Agreement

Dated, September 27, 1957

License Agreement.

This License Agreement, dated as of the 1st day of January, 1947 and effective as of that date, but actually executed on the 27th day of September, 1957, by and between General Electric Company, a corporation of the State of New York having a principal place of business at Syracuse, New York (hereinafter called General) on the one hand, and Zenith Radio Corporation, a corporation of the State of Illinois, having a principal place of business at Chicago, Illinois and The Rauland Corporation, a corporation of the State of Illinois, having a principal place of business at Chicago, Illinois (hereinafter collectively called Zenith) on the other hand:

Witnesseth That:

Whereas, General has the right to grant licenses or sublicenses under various United States and foreign patents on inventions relating to Licensed Apparatus as defined herein, and is presently engaged in the manufacture, use and sale of such Licensed Apparatus;

And, Whereas, Zenith has the right to grant licenses or sublicenses under various United States and foreign patents on inventions relating to Licensed Apparatus, and

is likewise presently engaged in the manufacture, use and sale of such Licensed Apparatus;

Now, Therefore, in considearation of the premises, the licenses granted herein, and the agreements, covenants, and conditions herein contained, the parties have agreed as follows:

Article I.

Definitions.

As used in this Agreement:

Section 1. "Patents" means and is limited to all patents of the United States and of foreign countries, relating to or useful in Licensed Apparatus, or in the manufacture thereof, excepting patents of Canada, which issued on or before September 1, 1957 with respect and to the extent to which either party hereto has, prior to the termination of this agreement, the right to grant licenses or sublicenses without payment of royalties or other consideration to any third party, but only for the period of such right.

Section 2. "Controlled Company" means a corporation in respect of which one of the parties hereto owns or controls, directly or indirectly, more than fifty percent of the outstanding stock entitled to vote for the election of directors or persons performing similar functions, but any such company shall be deemed to be a controlled company only so long as such control exists.

Section 3. "Licensed Apparatus" means and is limited to the following:

(a) Complete radio broadcast receiving sets, complete monochrome television broadcast receiving sets, and complete electrical home phonographs and combinations of electrical home phonographs with complete radio and/or monochrome television broadcast receiving sets.

(b) Electron tubes of the character used in Licensed Apparatus as defined in subsection (a) of this Section 3 (whether sold as part of Licensed Apparatus or sold separately) comprising two or more electrodes, within an envelope which is to any extent evacuated or contains gas, vapor or liquid under any degree of pressure, and in which electrical conduction takes place through evacuated space, or through gas or vapor, and which is capable of changing the form of, controlling, or modifying energy supplied thereto; but excluding electric lamps, X-ray devices and other devices for generating, controlling or modifying electromagnetic waves, variations or impulses shorter than 0.1 millimeter in wave-length for other than communication purposes.

Article II.

Licenses Granted.

General and Zenith each grants and agrees to grant to the other under its patents, as defined herein, a nonexclusive, fully-paid license to make, have made, use, lease, sell or otherwise dispose of Licensed Apparatus during the term of this agreement.

Article III.

Limitations and Scope of Licenses.

Section 1. The Licenses herein granted are personal and non-assignable except that:

(a) The licenses herein granted shall inure to and be binding on any wholly-owned subsidiaries and successors of the parties hereto; and

(b) Either party hereto may extend the licenses herein granted to any of its controlled companies, present and future, during the term of this agreement, provided that such controlled company shall accept such licenses in writ-

ing and grant to the other party to this agreement, under the patents with respect and to the extent to which such controlled company may have the right to grant licenses, licenses of the same scope and character and for the same term as the license which it receives through this agreement.

Article IV.

Miscellaneous Provisions.

Section 1. Nothing contained in this agreement shall be construed as:

(a) A warranty or representation by the granting party as to the validity or scope of any of its patents; or

(b) A warranty or representation that anything made, used, leased, sold or otherwise disposed of hereunder is or will be free from infringements of any patents other than those under which and to the extent to which licenses are in force hereunder; or

(c) An obligation to bring or prosecute actions or suits against third parties for infringements; or

(d) An obligation to furnish any manufacturing or technical information or know-how; or

(e) Conferring any right to use, on licensed apparatus or in publications, advertising or other publicity, any trademark, trade name or symbol, or any contraction, abbreviation or simulation thereof; or

(f) Creating any obligations on the part of either party to acquire any patent rights under the inventions of its employees or others, or to file any patent applications on any inventions, or to maintain any patent or patent application; or

(g) Conveying any license expressly or by implication, estoppel or otherwise, with respect to (1) color television broadcast receiving sets, or color tubes, (2) any patent claims relating to "subscription service" which, for the

purposes of this agreement, shall mean a service embodying signals which are transmitted in coded or scrambled form requiring correction or decoding in a receiving unit in order to effect intelligible reproduction of the message represented by such signals.

Section 2. Each party to this agreement, for itself and for any others to whom licenes may be extended under the terms hereof, admits the validity of each patent under which it is licensed hereunder only within the scope of its licenses hereunder and only so long as such licenses remain in force.

Section 3. This license agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this agreement and supersedes, cancels and merges all prior agreements, negotiations, commitments, writings and discussions between them in respect to such subject matter other than the agreement between General and The Rauland Corporation dated September 24, 1952, and the agreemnts referred to in Section 4 of this Article IV; and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this agreement, other than as expressly provided in this agreement, or as duly set forth on or subsequent to the effective date hereof in writing and hand-signed by a proper and duly authorized officer of the party to be bound thereby.

Section 4. The parties hereto mutually agree that all obligations of General to pay royalties to Zenith, to pay amortization fees to Zenith, and to render reports to Zenith under the terms of the following two prior agreements shall be suspended from the date of the execution hereof until the termination of this agreement:

(a) Agreement dated December 29, 1945, relating to United States Letters Patent 2,465,827, issued March 29, 1949;

(b) Agreement dated January 1, 1949, relating to United States Letters Patent Numbers 2,511,143, 2,559,037 and 2,611,879.

Section 5. This license agreement shall be construed, interpreted and applied in accordance with the laws of the State of New York.

Article V.

Term and Termination.

This agreement and all rights and licenses herein granted shall continue in force from the effective date hereof through December 31, 1962 and shall then completely terminate.

In Witness Whereof, the parties have caused these presents to be signed by their respective duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested.

Zenith Radio Corporation,
Francis W. Crotty,
Vice President-Patents

Attest:
Karl E. Hassel

The Rauland Corporation,
By Karl E. Hassel,
Secretary.

Attest:
A. J. Franczak

General Electric Company,
By H. R. Mayers,
General Patent Counsel.

Attest:
John W. Beamer,
Attesting Secertary.

Canadian General Electric Company, Limited

- and -

Zenith Radio Corporation and The Rauland Corporation

License Agreement.

Dated, September 27, 1957.

License Agreement.

This License Agreement, dated as of the 1st day of January, 1947, and effective as of that date, but actually executed on the 27th day of September, 1957, by and between Canadian General Electric Company, Limited, a company incorporated under the laws of Canada, and having its head office at 214 King Street, West, in the City of Toronto and Province of Ontario, Canada, (hereinafter called Canadian General) on the one hand, and Zenith Radio Corporation, a corporation of the State of Illinois, having a principal place of business at Chicago, Illinois and The Rauland Corporation, a corporation of the State of Illinois, having a principal place of business at Chicago, Illinois (hereinafter collectively called Zenith) on the other hand

Witnesseth That:

Whereas, Canadian General has the right to grant licenses or sublicenses under various Canadian Patents on inventions relating to Licensed Apparatus as defined herein, and is presently engaged in the manufacture, use and sale of such Licensed Apparatus;

And, Whereas, Zenith has the right to grant licenses or sublicenses under various Canadian patents on inventions

relating to Licensed Apparatus, and is likewise presently engaged in the manufacture, use and sale of such Licensed Apparatus;

Now, Therefore, in consideration of the premises, the licenses granted herein, and the agreements, covenants, and conditions herein contained, the parties have agreed as follows:

Article I.

Definitions.

As used in this Agreement:

Section 1. "Patents" means and is limited to all patents of Canada relating to or useful in Licensed Apparatus or in the manufacture thereof which issued on or before September 1st, 1957, with respect and to the extent to which either party hereto has, prior to the termination of this Agreement, the right to grant licenses or sublicenses without payment of royalties or other consideration to any third party, but only for the period of such right.

Section 2. "Controlled Company" means a corporation in respect of which one of the parties hereto owns or controls, directly or indirectly, more than fifty percent of the outstanding stock entitled to vote for the election of directors or persons performing similar functions, but any such company shall be deemed to be a controlled company only so long as such control exists.

Section 3. "Licensed Apparatus" means and is limited to the following:

(a) Complete radio broadcast receiving sets, complete monochrome television broadcast receiving sets, and complete electrical home phonographs and combinations of electrical home phonographs with complete radio and/or monochrome television broadcast receiving sets.

(b) Electron tubes of the character used in Licensed Apparatus as defined in subsection (a) of this Section 3

(whether sold as parts of Licensed Apparatus or sold separately), comprising two or more electrodes, within an envelope which is to any extent evacuated or contains gas, vapor or liquid under any degree of pressure, and in which electrical conduction takes place through evacuated space, or through gas or vapor, and which is capable of changing the form of, controlling, or modifying energy supplied thereto; but exclusing electric lamps, X-ray devices and other devices for generating, controlling or modifying electromagnetic waves, variations or impulses shorter than 0.1 millimeter in wave-length for other than communication purposes.

Article II.

Licenses Granted.

Canadian General and Zenith each grants and agrees to grant to the other under its patents, as defined herein, a non-exclusive, fully-paid license to make, have made, use, lease, sell or otherwise dispose of Licensed Apparatus during the term of this Agreement.

Article III.

Limitations and Scope of Licenses.

Section 1. The Licenses herein granted are personal and non-assignable except that:

(a) The licenses herein granted shall inure to and be binding on any wholly-owned subsidiaries and successors of the parties hereto; and

(b) Either party hereto may extend the licenses herein granted to any of its controlled companies, present and future, during the term of this agreement, provided that such controlled company shall accept such licenses in

writing and grant to the other party to this agreement, under the patents with respect and to the extent to which such controlled company may have the right to grant licenses, licenses of the same scope and character and for the same term as the licenses which it receives through this Agreement.

Article IV.

Miscellaneous Provisions.

Section 1. Nothing contained in this Agreement shall be construed as:

(a) A warranty or representation by the granting party as to the validity or scope of any of its patents; or

(b) A warranty or representation that anything made, used, leased, sold or otherwise disposed of hereunder is or will be free from infringements of any patents other than those under which and to the extent to which licenses are in force hereunder; or

(c) An obligation to bring or prosecute actions or suits against third parties for infringments; or

(d) An obligation to furnish any manufacturing or technical information or know-how; or

(e) Conferring any right to use, on Licensed Apparatus or in publications, advertising or other publicity, any trademark, trade name or symbol, or any contraction, abbreviation or simulation thereof; or

(f) Creating any obligations on the part of either party to acquire any patent rights under the inventions of its employees or others, or to file any patent applications on any inventions, or to maintain any patent or patent application; or

(g) Conveying any license expressly or by implication, estoppel or otherwise, with respect to (1) color television broadcast receiving sets, or color tubes, (2) any patent

claims relating to "subscription service" which, for the purposes of this agreement, shall mean a serivce embodying signals which are transmitted in coded or scrambled form requiring correction or decoding in a receiving unit in order to effect intelligible reproduction of the message represented by such signals.

Section 2. Each party to this Agreement, for itself and for any others to who licenses may be extended under the terms hereof, admits the validity of each patent under which it is licensed hereunder only within the scope of its licenses hereunder and only so long as such licenses remain in force.

Section 3. This License Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes, cancels and merges all prior agreements, negotiations, commitments, writings and discussions between them in respect to such subject matter; and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement, or as duly set forth on or subsequent to the effective date hereof in writing and hand-signed by the proper and duly authorized officers of the party to be bound thereby.

Section 4. This License Agreement shall be construed, interpreted and applied in accordance with the Laws of the Province of Ontario, Canada.

Article V.

Term and Termination.

This Agreement and all rights and licenses herein granted shall continue in force from the effective date hereof through December 31, 1962, and shall then completely terminate.

In Witness Whereof, the parties have caused these presents to be signed by their respective duly authorized officers and their respective corporate seals to be hereunto affixed.

Zenith Radio Corporation,
Francis W. Crotty,
Vice President—Patents.

The Rauland Corporation,
Karl E. Hassel;
Secretary.

Canadian General Electric Company, Limited,
(Signature illegible)
President.

H. K. Thompson,
Secretary.

License Agreement.

On this 9th day of September, 1957, Western Electric Company, Incorporated, a New York corporation (hereinafter referred to as "Western"), Zenith Radio Corporation, an Illinois corporation, having an office at 6001 West Dickens Avenue, Chicago, Illinois (hereinafter referred to as "Zenith") and The Rauland Corporation, an Illinois corporation, having an office at 4245 North Knox Avenue, Chicago, Illinois (hereinafter referred to as "Rauland"), agree as follows:

Article I.

Grant of Licenses.

Section 1. Western grants and agrees to grant to Zenith and Rauland, severally, under Western's patents personal, indivisible, nontransferable and nonexclusive royalty-free licenses for the following equipments: electrical non-recording phonographs, radio broadcast sound receivers, radio broadcast television receivers, and combinations of any two or all of the foregoing, and electron tubes adapted for use in such apparatus.

Section 2. Zenith and Rauland grant and agree to grant to Western and to American Telephone and Telegraph Company, a New York corporation (hereinafter referred to as "American"), severally, under patents of Zenith and Rauland, personal, indivisible, nontransferable and nonexclusive royalty-free licenses for equipments useful in furnishing common carrier communications services. "Common carrier communications services" are defined as services furnished to the public (including services limited to a particular customer or class of customers) for compensation.

Section 3. The licenses granted and agreed to be granted

in Sections 1 and 2 of this Article I do not include licenses for color television receivers nor for cathode-ray image-reproducing devices specifically adapted for use in color television receivers, nor licenses under claims of patents, which claims relate particularly to secrecy communication systems or services. "Secrecy communication systems and services" are defined as systems and services in which intelligence signals representing programs distributed to the public are scrambled and broadcast or otherwise transmitted in a form requiring unscrambling in a receiving unit in order to effect intelligible reproduction of the intelligence represented by such signals.

Section 4. The licenses granted in Sections 1 and 2 of this Article I for the equipments therein specified are licenses to make, have made, use, lease and sell such equipments. Such licenses include the rights to maintain such equipments, to practice methods and processes involved in the use of such equipments and to make and have made, to use and have used, and to maintain machines, tools, instrumentalities and materials, and to use and have used methods and processes, in so far as such machines, tools, instrumentalities, materials, methods and processes are involved in or incidental to the development or the manufacture of such equipments, the term "manufacture" including installation, testing and repair. Such licenses do not extend to any other instrumentality or combination or to any method or process involved in the use of such equipments in combination with any other instrumentalities.

Section 5. All licenses herein granted shall be effective as of January 1, 1947, and, except as provided in Article III hereof, shall terminate on January 1, 1963.

Section 6. "Western's patents" means all United States and foreign patents issued prior to September 1, 1957 (including those which have expired), with respect to which Western, American or any of their respective subsidiaries,

now has the right to grant the licenses and rights which are herein granted by Western, to the extent to which any such company has the right to grant such licenses and rights.

Section 7. "Patents of Zenith and Rauland" means all United States and foreign patents issued prior to September 1, 1957 (including those which have expired), with respect to which Zenith, Rauland, or any of their respective subsidiaries, now has the right to grant the licenses and rights which are herein granted by Zenith and Rauland, to the extent to which any such company has the right to grant such licenses and rights.

Section 8. The grants of the licenses granted hereunder to Zenith and Rauland include the right to grant sublicenses within the scope of such licenses to their respective subsidiaries. The grants of the licenses granted hereunder to Western and American include the right to grant sublicenses within the scope of such licenses to their respective associated companies. Such right of Zenith, Rauland, Western or American may be exercised at any time during the period for which such a license granted hereunder to Zenith, Rauland, Western or American, as the case may be, continues in force. Any sub-licenses granted under this Section 8 to any present subsidiary or to any present associated company may be made effective, retroactively, as of January 1, 1947, and any sub-licenses to any future subsidiary or any future associated company may be made effective, retroactively, as of the date when such company became a subsidiary or an associated company.

Article II.

Miscellaneous Provisions.

Section 1. Nothing contained in this agreement shall be construed as:

(a) a requirement to maintain any patent in force; or

(b) an admission by any grantee of the validity of any patent except within the scope and period of the licenses thereunder; or

(c) a warranty or representation by any grantor as to the validity or scope of any patent; or

(d) a warranty or representation that any manufacture, use, lease or sale hereunder will be free from infringement of patents other than those under which and to the extent to which licenses are in force hereunder; or

(e) an agreement to bring or prosecute actions or suits against third parties for infringement; or

(f) an obligation to furnish any manufacturing or technical information; or

(g) conferring any right to use, in advertising, publicity or otherwise, any trade-mark, trade name or name, or any contraction, abbreviation or simulation thereof; or

(h) conferring by implication, estoppel or otherwise upon any grantee hereunder any license or other right under any patent, except the licenses and rights expressly granted hereunder to such grantee; or

(i) permitting the assignment of this agreement or of any licenses or rights hereunder, in whole or in part.

Section 2. Any notice hereunder shall be deemed to be sufficiently given or rendered when sent by registered

mail and if given or rendered to Zenith or Rauland, addressed to Zenith or Rauland at their offices as above specified or, if given or rendered to Western addressed to Western Electric Company, Incorporated, at 195 Broadway, New York 7, New York, or in either case at such changed address as any party shall have specified by written notice.

Section 3. This license agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Article III.

Termination and Cancellation.

Section 1. Licenses and rights hereunder with respect to equipments made, leased, sold or put into use hereunder prior to any termination under the provisions of this Article III or of Section 5 of Article I hereof shall survive such termination.

Section 2. (a) Every sub-license granted hereunder by a party hereto or American shall terminate with the termination or cancellation of the license under which it is granted.

(b) When a sublicensee's relationship to a party hereto or American, changes so that such a sublicensee is no longer a subsidiary of Zenith or Rauland, or an associated company of American or Western, as the case may be, any licenses and rights granted hereunder to such a sublicensee shall terminate, but licenses and rights acquired by any party hereto or by American under the patents of such sublicensee shall not be affected by such termination.

Section 3. By written notice of Western, Zenith, and Rauland or either of them may cancel the licenses for any specified equipment granted hereunder to it or them under Western's patents, and by written notice to Zenith or

Rauland, Western or American may cancel the licenses for any specific equipment granted hereunder to it under the notified party's patents, each such cancellation to be effective as of the date of giving of said notice. Cancellation of any license by any party under the provisions of this section shall not affect any license or right granted to any other party hereunder.

Article IV.

Construction.

The construction and performance of this agreement shall be governed by the law of the State of New York.

Article V.

General Definitions.

Section 1. A "subsidiary" is a company the majority of whose stock entitled to vote for election of directors is now or hereafter controlled by the parent company either directly or indirectly, but any such company shall be deemed to be a subsidiary only so long as such control exists.

Section 2. (a) "Associated companies of Western" are subsidiaries of Western.

(b) "Associated companies of American" are companies in the United States which are now parties to patent license and service contracts with American relating to the furnishing by them of public communication service by telephone in the United States or between the United States and other countries, the respective subsidiaries of each such company and subsidiaries of American other than Western and its subsidiaries. "Public communication service" means communication service furnished to the public (including service limited to a particular customer or class of customers) for compensation.

In Witness Whereof, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above-written.

Western Electric Company, Incorporated,
By R. W. Gorenell,
Patent License Manager.

Attest:
J. H. Wood,
Secretary.

Zenith Radio Corporation,
By Francis W. Crotty,
Vice-President, Patents.

Attest:
Karl E. Hassel,
Secretary.

The Rauland Corporation,
By Karl E. Hassel,
Secretary.

Attest:
A. J. Francjak,
Asst. Secretary.

DEFENDANT'S EXHIBIT NO. 115.

July 2, 1948.

Mr. B. A. Hultman,
Svenska Aktiebolaget Gasaccumulator,
Stockholm-Lidingo,
Sweden.

Dear Mr. Hultman:

Sentinel Radio Corporation, one of our good licensees in this country, has just sent us a copy of a cable received by their export manager, reading as follows:

> "Dr. Paul Jenny claiming represent Hazeltine and their Swedish connection threatening sue our distributor claiming patent infringement."

This cable raises a question of policy of rather serious import to our license situation in this country so that we believe that you and we should arrive at some definite policy on the matter.

We have always told our licensees in the United States that, while we could guarantee them no protection on their exports to foreign countries, as a matter of policy we would not collect a second royalty on sets exported to foreign countries where Hazeltine had complete control of its patent situation. In those countries where the Hazeltine patents are included in an indutry-wide pool they are, of course, beyond our control and our licensees have to make their own arrangements with such pool.

Prior to the war, such patent pools existed in most of the countries into which our licensees exported so that there was no problem. Apparently, the converse is now true in many European countries.

Therefore, we suggest the following policy for your consideration and want you to feel free to offer any counter-

proposals if this policy does not fit in with your general licensing strategy:

1. In each country in which no industry-wide pool exists, it is suggested that license negotiations, or in any event threat of litigation, be initially confined to local manufacturers and importers of unlicensed sets, temporarily bypassing importers of sets of Hazeltine licensees in this country. For your information, there is attached a list of the pricipal unlicensed United States manufacturers, with most of whom we are in litigation as to whose sets you may have complete freedom of action.

2. If the pressure of other licensees or other circumstances indicate the advisability of negotiating with, or threatening suit against, an importer of United States licensed sets, it is suggested that you communicate with us in an effort to find some way of handling the situation without impairing our relations with our United States licensees.

3. If and when substantially the entire industry in any given country has been licensed, excepting only one or more importers of United States licensed sets, we might be able to work out an arrangement whereby you can bring such importers into your license situation and advise us of the royalties paid so that we can make some adjustment with our United States licensee.

In any event, if feasible, we would appreciate your requesting Dr. Jenny to defer any further efforts to license the importer of the Sentinel receivers until after we have arrived at a definite policy with respect to such matters.

The matter is of some urgency so that we would appreciate your views at your earliest convenience.

Very truly yours,

Vice-President.

LBD:AA
Att.

DEFENDANT'S EXHIBIT NO. 116.

August 29, 1950.

Mr. R. D. Brown, Jr., Manager
Patent Department
Philco Corporation
Philadelphia, Pennsylvania

Dear Reynie:

With reference to your inquiry as to the foreign countries in which Hazeltine patents are included in pools so that Hazeltine does not have control over them, I have now obtained the information you requested.

At the present time the Hazeltine foreign patents are included in industry pools only in the following countries: England, Canada, Australia, New Zealand, and Sweden.

There are, however, negotiations pending which may result in the inclusion of Hazeltine patents in pools in France and Germany.

I trust this will give you the information you need.

With kind regards.

Sincerely,

Vice-President.

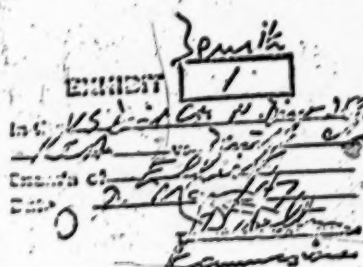
LBD:rbj

DEFENDANT'S EXHIBIT NO. 117.

MEMORANDUM OF AGREEMENT made this 29th day of January, 1927:

Mazetine Research, Inc.
vs. Zenith Radio Corporation
Defendant's Exh. No. 117

BY AND BETWEEN:



CANADIAN GENERAL ELECTRIC COMPANY, LIMITED hereinafter called the General Company;

CANADIAN MARCONI COMPANY (Limited Liability), hereinafter called the Marconi Company;

CANADIAN WESTINGHOUSE COMPANY, LIMITED, hereinafter called the Westinghouse Company;

NORTHERN ELECTRIC COMPANY, LIMITED, hereinafter called the Northern Company; and

STANDARD RADIO MANUFACTURING CORPORATION, LIMITED, hereinafter called the Standard Company;

(all of the foregoing Companies being Corporations of the Dominion of Canada).

WHEREAS the said General, Marconi, Westinghouse, Northern and Standard Companies are the sole shareholders, respectively, in Canadian Radio Patents, Limited, a [illegible] organized under the laws of the Dominion of Canada [illegible] hereinafter referred to as the Patents Company), their holdings being respectively as follows:

General Company ..... 6250 shares
Marconi Company ..... 6250 shares
Westinghouse Company ..... 6250 shares
Northern Company ..... 6250 shares
Standard Company ..... 2000 shares, and

WHEREAS the Patents Company is empowered to issue sub-licenses under certain Canadian patents in which any of the parties hereto may be interested otherwise than as shareholders in the said Patents Company; and

WHEREAS the Patents Company has power to enter suits for infringement upon patents under which it is licenced and to join the name or names of the parties hereto as Plaintiffs; and

WHEREAS from time to time the Patents Company may require further working capital for the conduct of its business;

NOW THEREFORE IN THIS INDENTURE WITNESSETH, that in consideration of the premises and of the mutual covenants and agreements herein entered into, the parties hereto mutually agree each with the other as follows:

1. THAT no license shall be granted by the Patents Company except with the unanimous consent of the parties hereto or their representatives upon the Board of Directors present at a meeting of the Board convened for that purpose:

2. THAT the name of any of the parties hereto will not be joined as party in any infringement or impeachment action commenced by the Patents Company except with the written consent of the said party so joined:

3. THAT from time to time as working capital is required by the Patents Company each of the parties hereto will subscribe for stock in the Patents Company or loan to the Patents Company any such amounts as are required for the conducting of its business. All said subscriptions for stock or moneys loaned shall be made by the parties hereto in proportion to the stock in the Patents Company held by said parties respectively.

4. The parties hereto agree to consent to the assignment by any of the other parties to this Agreement of the stock held by it in the Patents Company, but only to the successors to or assigns of substantially the entire good will and Radio business of said parties, respectively. In the case of the Northern Company, the Western Electric Company, Incorporated, a Corporation of the State of New York, United States of America, or its nominee, may at any time be substituted for the Northern Company, as the holder of stock in the Patents Company to which transfer the parties hereto will give their consent:

5. THAT the notices calling any meeting of the Board of Directors or shareholders of the Patents Company will contain the agenda of all important matters to be determined at said meeting.

6. THAT the Board of Directors of the Patents Company shall be forthwith enlarged to provide for two Directors representing each of the respective parties hereto and an additional Director who shall be counsel for the time being of the Patents Company in patent matters, thus making said Board of Directors so constituted to be composed of eleven members in all, with a quorum of five members. Each of the parties hereto shall so vote its stock in the Patents Company to secure the election of the two Directors designated by each of them respectively for representation on the Board of Directors of the Patents Company. At meetings of the Board of Directors only one Director representing each of the Parties hereto shall vote, and, in the absence of representation on behalf of any of the parties hereto at any meeting of the Board of Directors, the said counsel of the patents Company, if so instructed, may vote for said party not otherwise represented at the meeting.

7. THAT the Patents Company shall from time to time defray the travelling expenses of members of the Board of Directors for attendance at meetings or for any special purpose for which their attendance or service may be required.

8. THAT each of the parties hereto shall from time to time vote the stock held by it or them in the said Patents Company, and will make, do, execute all such documents, assurances, steps, acts, matters and things as may be reasonably required for the proper carrying into effect of the intent of this Agreement.

9. THAT this Agreement shall ensure to the benefit and be binding upon the respective successors and assigns of the parties hereto.

- 6 -

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals at the hands of their officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED
In the presence of:

CANADIAN GENERAL ELECTRIC COMPANY, LIMITED.

.....A.E.Dyment.....
Chairman

.....W.H.Hobbitt.....
Secretary.

CANADIAN MARCONI COMPANY (Limited Liability)

.....Wilson.L.Hearn.....
President.

.....A.H.MacCallum.....
Acting Secretary

Gertrude Bolton

CANADIAN WESTINGHOUSE COMPANY, LIMITED.

.....Paul J. Myler.....
President

C. Thrasher

.....W.N.Sprague.....
Secretary.

NORTHERN ELECTRIC COMPANY, LIMITED.

.....F.P.Gigg.....
President.

C. Taylor

.....Clement Say.....
Secretary.

STANDARD RADIO MANUFACTURING CORPORATION, LIMITED.

.....A.S.Rogers.....
President.

.....Samuel Rogers.....
Secretary

HSB.

Patents owned by Canadian Westinghouse Co. Ltd.

1.	241,283	June 26, 1923	Rice	Amplification of Small Currents.
2.	280,703	Feb. 15, 1927	Alexanderson	Selective Tuning Systems.
3.	244,867	Nov. 23, 1926	Langmuir	System of Amplifying Variable Currents.

Power Supply & Amplifier Units.

220,701	July 11, 1933	Hull	Method of & means for obtaining Constant Direct Current Potentials.
224,664	Nov. 29, 1921	White	Circuit connections of Electron Discharge Apparatus.
230,076	Mar. 9, 1920	Langmuir	Method of & means for controlling Electric Current.
263,962	Aug. 31, 1926	Rice & Kelley	System for Amplifying.
196,248	Jan. 13, 1920	Langmuir	Amplification of Variable Currents.

Patents owned by Western Electric Company, Incorporated and Northern Electric Company, Limited.

200,777	Mar. 22, 1921	Hat on	Vacuum Tube Filament & Plate Compensation.
213,999	Oct. 20, 1921	Arnold	Caseous Repeaters.
174,639	Jan. 23, 1917	Hartley	Electric Circuits.
183,276	Mar. 26, 1918	Nicholc	Vacuum Tube Circuits.
183,273	Mar. 26, 1918	Mathes	Circuits for Electric Discharge Devices.

Power Supply & Amplifier Units.

220,067	Apr. 30, 1912	Arnold	Thermionic Amplifier.
208,832	Feb. 22, 1921	Scriven	Vacuum Tube Apparatus.
183,273	Mar. 26, 1918	Mathes	Circuits for Electric Discharge Devices.
188,699	Jan. 21, 1919	Hoising	Circuit Connections of Electron Discharge Apparatus.

Patents owned by Canadian Northern Co. Ltd.

216,221	Mar. 7, 1922	Armstrong	Wireless Receiving System

Patents owned by Canadian Marconi Company

279,736	Oct. 9, 1917	Round	Continuous Electrical Oscillations.
269,795	Dec. 5, 1916	Franklin	Receivers for Wireless Telephony

Patents owned by Rogers Majestic Corporation Ltd. (formerly Standard Manufacturing Corporation Limited).

199,724	Dec. 29, 1914	DeForest	Amplifying & Reproducing Sounds.
209,332	May 9, 1916	DeForest	Wireless Receiving Systems.
220,235	May 2, 1922	DeForest	Radio Signalling Systems.
174,361	Jan. 9, 1917	DeForest	Wireless Telegraph & Telephone Systems.
218,468	May. 9, 1922	DeForest	Selective Audion Amplifier.
218,220	May 2, 1922	Logwood	Oscillation Generator Syst
218,242	May 2, 1922	DeForest	Amplifying Pulsating Electric Currents.
218,473	May 9, 1922	DeForest	Audion Circuit.

Power Supply & Amplifier Units.

31,800 —	Jan 8, 1918	DeForest	Telephone & Telegraph Systems.

Patents owned by Canadian Radio Patents Limited.

201,045	Jly. 21, 1925	Cardwell	Variable Air Condensers.

CANADIAN RADIO CORPORATION PATENTS.

193,097	Dec. 23, 1919	Brillouin & Beauvais	Resistance Coupled Amplifier.
196,751	Feb. 3, 1920	Brillouin	" " "
199,403 —	Mar. 22, 1921	Brillouin	" " "
216,320	Mar. 7, 1922	Round	Cascade Amplifier.
243,280	Sept. 23, 1924	Round & Williams	Neutralizing Method
248,333	Mar. 3, 1925	Round	Loudspeakers.
253,208	Feb. 16, 1926	Round	"
261,143	May 25, 1926	Round	"
263,022	Jly. 27, 1926	Round	"
264,026	Aug. 31, 1926	(Mott (Mercer	Coupel Condenser.
263,223	Aug. 31, 1926	Williams	Non-oscillating valve circuit.
265,332	Oct. 26, 1926	Williams	Audo Transformer
265,641	Nov. 2, 1926	Williams	Variable Condenser

266,292	Nov. 20, 1926	Clough	Transformer Choke Coils, etc.
266,322	Nov. 20, 1926	Clough	Variable Inductance.
266,693	Dec. 7, 1926	Clough	Variable Inductance.
268,209	Feb. 8, 1927	Threlkeld Butterfield	Anti-inductive Aerial.
270,532	May 10,1927	Round Robb	Loud Speaker Diaphragm.
270,553	May 20, 1927	Round	Diaphragm for Acoustic Instruments.
272,007	Aug. 9, 1927	McAuhlan	Loud Speaker.
273,026	Aug. 9, 1927	Williams	Valve circuit with grid negative voltage from resistance in plate circuit
285,342	Dec. 6, 1928	Wright	R. F. Transformer.
285,537	Dec. 11, 1928	Hodgson	Anti-static Aerial.
285,631	Dec. 11, 1928	Williams	Anti-distortion Amplifier.
288,903	Dec. 25, 1928	Round	Neutralized Multivalve Amplifier.
289,026	Apr. 23, 1928	Wright Smith	Neutralized Circuits.
291309	July 16, 1929	Wright	R. F. Transformer Improvement.
293,320	Sept.26, 1929	Round Hunt	Loudspeaker

[illegible]

210,322	Mar. 7, 1922	E.H. Armstrong	Wireless Receiving System, for Continuous Waves.
219,101	May 2, 1922	"	Receiving High Frequency Oscillations.
227,040	Jan. 2, 1923	"	Signalling System

[illegible]

260,003	Jan. 28, 1926	Colpitts	Push-Pull Circuit.

1644.

DEFENDANT'S EXHIBIT NO. 118.

Memorandum of Patent License Agreement made in duplicate this second day of July, A. D. 1943, between

Hazeltine Corporation, of the City of Washington in the District of Columbia, (hereinafter called the "Licensor") Of The First Part

—and—

Canadian Radio Patents Limited, of the City of Toronto, Province of Ontario, a private company organized under the laws of the Dominion of Canada, (hereinafter called the "Licensee") Of The Second Part.

Witnesseth That

Whereas the Licensor represents that it owns or has the right to grant exclusive licenses under various patents and applications for patents of the Dominion of Canada for inventions useful in licensed apparatus as hereinafter specified and defined, and maintains laboratories with a staff of engineers, research and inventors, and expects to file further patent applications and to obtain further patents of the Dominion of Canada important in the fields of this agreement; and

Whereas the licensee desires an exclusive license in the field hereinafter mentioned with the right to grant sub-licenses under such patents issued and to be issued and under said applications;

Now Therefore, in view of the premises and in consideration of the licenses herein contained and agreed to be granted, the mutual covenants and agreements herein contained, the parties hereto agree as follows:—

Article I.

Definitions.

For the purposes of this agreement, the following definitions shall apply:—

Section 1

A "Radio Broadcast Receiver" means apparatus by means of which electric currents, waves or impulses of radio frequency originating at a radio broadcast transmitter are employed to produce vibrations or effects which are audible or visible.

Section 2

A "Complete Radio Broadcast Receiver" for sound and/or picture reception means a complete apparatus fully equipped with tubes, in the condition in which it is to be sold to the ultimate purchaser for use and fully operative (except for any antenna not particularly designed and sold by Licensee or its sub-licensees hereunder, to function with such receiver and except for a primary source of power, (such as batteries or house wiring) for receiving radio broadcast signals and for converting them into audible and/or visual signals.

Section 3

A "Chassis of a Radio Broadcast Receiver" for sound and/or picture reception means a complete radio broadcast receiver of sound and/or pictures in accordance with Section 2, less cabinet or housing, tubes and speakers.

Section 4

"Picture Reception" is the art of receiving at another point than the point of transmission, by means of electricity, magnetism or electro-magnetic waves, variations or impulses, the aspect or shape of things, including pictures,

whether still or moving, drawings, writings, forms and other graphic, printed and written matter of all kinds.

Section 5

"Complete Electrical Phonograph" means apparatus for the reproduction of sound either directly or in conjunction with a radio receiving set, from sound records used in or in connection with such apparatus, to be heard in the immediate vicinity of the apparatus, in which such record gives rise to or controls an electric current or electro-motive force in such a way that the variations of the electric current or electro-motive force correspond in some way to the recorded sounds, and the electric current or electro-motive force directly or indirectly brings about the production of sound either from said apparatus, or from said radio receiving set, and also, when furnished as parts thereof, apparatus for making sound records for use in or in connection with such electrical phonograph for the private entertainment or instruction of the maker of such records.

Section 6

A "Chassis of an Electrical Phonograph" means a complete electrical phonograph in accordance with Section 5 less cabinet or housing, tubes, speakers, turntables, motors, pickups and mechanical record changing equipment.

Section 7

"Tube" means a device comprising an envelope which is to any extent evacuated or contains gas or vapor under any degree of pressure, and a number of electrodes between two or more of which conduction of electricity through the vacuum or condensed gas or vapor may take place.

Section 8

"Patents" means letters patent and applications for letters patent and rights in, to or under letters patent and applications for letters patent and patentable inventions.

Section 9

All money values mentioned in this agreement are in Canadian funds.

Article II.

Patents Included In This Agreement.

Section 1

The patents with respect to which licenses and other rights are herein granted and agreed to be granted to the Licensee are all present and future patents of the Dominion of Canada relating or applicable to or useful in the manufacture of licensed apparatus as specified in Article III, Section 2, hereof, which the Licensor owns or at any time during the continuance of this agreement may own or with respect to which the Licensor now has or at any time during the continuance of this agreement may have the right to grant such licenses or other rights.

In the case of patents under which the Licensor has or shall subsequently acquire a limited or conditional right to grant for part or all of the fields hereof, the licenses herein granted are subject to any limitations and conditions to which that right may be subject. [Handwritten note: "Omit".]

Section 2

A patent shall be considered to be valid for the purposes of this agreement unless its pertinent claims shall have been declared invalid by a decree of a court of competent jurisdiction of last resort or by a lower court of competent jurisdiction from whose decree no appeal has been taken within the time allowed by law.

Article III.

Licenses.

Section 1

The Licensor hereby grants to the Licensee, for the term of this agreement, the exclusive and divisible license, with the right to license others, to make within the Dominion of Canada the licensed apparatus specified in Section 2 hereinafter, and to sell said apparatus made by Licensee or its sub-licensees to others for the uses specified in Section 2 hereinafter, and for resale for such uses. Said license to manufacture includes the right to make all or any of the separate parts and the right to have all or any of the separate parts made by others, but no license is granted to sell parts separately except as a bona fide repair of used licensed apparatus or replacement of worn out or defective parts of used licensed apparatus.

Section 2

The apparatus for which the said exclusive license and right are granted is as follows: The use in each case is limited to use in homes, use for educational purposes and private non-commercial use:—

(a) Complete radio broadcast receivers for sound reception;
(b) Complete radio broadcast receivers for picture reception;
(c) Chassis of radio broadcast receivers for sound and/or picture reception;
(d) Complete electrical phonographs;
(e) Chassis of electrical phonographs;
(f) Combination of the apparatus specified in (a), (b) and (d) of this Section or of any two or more of them.

Section 3

Nothing herein contained, and no act or acts hereunder, shall be construed as, result in, conveying any license or other right to Licensee or its sub-licensees, expressly or by implication, estoppel or otherwise for the manufacture of tubes:—

(a) Under any patents which or rights under which are held by Licensor under an agreement such that the Licensor can grant licenses only upon the payment of royalties or other consideration by the Licensor to others. Provided, however, that the Licensor will from time to time keep the Licensee informed of all such agreements and that the Licensee may at any time obtain licenses under such agreements corresponding to the licenses herein granted, so far as such agreements permit, on engaging to pay to the Licensor any amounts which the Licensor has to pay under such agreements because of Licensee's exercise of such licenses:

(b) Under any patents of countries other than the Dominion of Canada:

(c) To make or sell apparatus otherwise than in accordance with the express provisions of this license agreement.

Article IV.

Royalties.

Section 1

Licensee agrees to pay to Licensor the royalties as hereafter set forth on all complete apparatus of the type specified in Article III, Section 2, sold by Licensee and any of its sub-licensees under patents owned or controlled by Licensee and under which it has granted licenses during the continuance of this agreement:

(a) With respect to gross sales at factory invoice prices billed on apparatus specified in Section 1 to the aggregate amount of $8,000,000 in any twelve (12) month period ending December 31st of any year and until the amount of royalties paid hereunder to the Licensor for said period shall equal the sum of $35,000, a royalty of 1½% of the Licensee's or its sub-licensees' "computed factory invoice price" as hereinafter defined (before cash discounts, royalties, freight, advertising allowances or other similar deductions are made) of the chassis portion of such apparatus.

(b) With respect to gross sales at factory invoice prices billed on apparatus specified in Section 1 in an aggregate amount in excess of $8,000,000 for any twelve (12) month period ending December 31st of any year, and until the total amount of royalties (inclusive of royalties paid under (a)) paid hereunder to the Licensor for any such period shall equal the sum of $45,000, a royalty of ¾ of 1% of the Licensee's or its sub-licensees' "computed factory invoice price" as hereinafter defined (before cash discounts, royalties, freight, advertising allowances or other similar deductions are made) of the chassis portion of all such apparatus. Thereafter, no further royalties shall be payable to the Licensor for any such period.

Section 2

For the purposes of assessing royalties, the "computed factory invoice price" of the chassis portion of the licensed apparatus shall be obtained by taking that proportion of the factory invoice price of the licensed apparatus, which the manufacturing cost of the chassis (not including loudspeakers, tubes and cabinets) as herein defined, including

the usual overhead burden, incoming transportation charges, customers and excise duties, and other standard charges, bears to the total manufacturing cost of the licensed apparatus sold by the licensee or its sub-licensees. All development and research expenses relating to apparatus licensed hereunder shall be considered for the purposes of this agreement a part of the cost of the chassis portion of the licensed apparatus but all federal, provincial or municipal sales and excise taxes are to be deducted in determining the computed factory invoice price for royalty purposes.

Section 3

In computing the amount upon which royalties are payable, credit may be taken by the Licensee or its sub-licensees for all licensed apparatus sold which are returned by the customers to the Licensee or its sub-licensees and credit allowed therefor.

For the purpose of determining royalty payments hereunder, the licensed apparatus shall be deemed to be sold within the meaning of this agreement when billed or consigned or, if not billed or consigned, when shipped or delivered.

Section 4

In order to insure to the Licensor full royalty payments contemplated under Section 1 of this Article, viz., royalty on selling prices to purchasers wholly independent of the Licensee or any of its sub-licensees, it is agreed that in the event the licensed apparatus is sold hereunder:—

(1) To a corporation, firm or association in which or individual who shall own or control directly or indirectly a controlling interest in Licensee or any of its sub-licensees by stock ownership or otherwise; or

(2) To a corporation, firm or association in which the Licensee or any of its sub-licensees or stockholders of the Licensee or any of its sublicensees, or any subsidiary or parent or affiliated company of the Licensee or any of its sub-licensees shall own or control directly or indirectly a controlling interest by stock ownership or otherwise; or

(3) To a corporation, firm or association to which or individual to whom the Licensee or its sub-licensees sells exclusively or which or who purchases exclusively from the licensee or any of its sub-licensees apparatus of the type licensed, either as a matter of general practice or under the provision of any sales agreement, arrangement, or understanding between the parties; or

(4) To a corporation, firm or association with which or individual with whom Licensee or any of its sub-licensees or its stockholders or subsidiary or parent or affiliated companies shall have any agreement, understanding or arrangement (such as, among other things, an option to purchase stock or involving a division of profits or special rebates or allowances) without which agreement, understanding or arrangement, prices paid by such corporation, firm, association or individual for the licensed apparatus sold hereunder would be higher than the price actually paid, or if such agreement, understanding or arrangement results in extending to such corporation, firm, association or individual lower prices for the licensed apparatus sold hereunder than those charged to outside concerns buying similar merchandise from the Licensee or any of its sub-licensees in similar amounts and under similar conditions;

then, and in any of such events, the royalties to be paid hereunder in respect of such licensed apparatus shall be based upon the net selling price, before cash discount, freight or advertising allowance or other similar deductions, at which such purchaser resells such apparatus to a purchaser wholly independent of itself and of Licensee or any of its sub-licensees instead of upon the net factory invoice price of Licensee or any of its sub-licensees, provided, however, that Licensee or any of its sub-licensees shall not be obligated under this section to pay royalty upon factory invoice price at which Licensee or any of its sub-licensees sells such licensed apparatus to any wholly independent jobber or distributor.

Article V.

Reports and Payments.

Section 1

During the term of the agreement, Licensee will maintain suitable and proper records of the sale of all apparatus subject to royalty hereunder and will render to the Licensor on or before the last day of May, August, November, and February, respectively, of each year of the term hereof a written report in duplicate of all such licensed apparatus which has been sold during the three calendar months ending with the last preceding March, June, September and December, respectively, and will at the time of each such report pay to the Licensor the full amount of royalty therein shown to be due under the provisions of Article IV hereof. Said records shall be open during regular business hours for examination to the extent necessary to verify such reports by any duly authorized representative of the Licensor.

Section 2

The Licensee shall not be liable to the Licensor for any delay in remitting royalties withheld by any sub-licensee by reason of a bona fide dispute as to whether the same are properly payable, if it shall use its best efforts to collect with reasonable promptness the amount of such royalties properly due.

Section 3

The Licensee agrees, except with respect to royalties referred to in Section 2 above, to pay interest to the Licensor upon any and all amounts of royalties received from its sub-licensees and that are at any time overdue and payable to the Licensor at the rate of five per cent per annum from the date when such royalties are due and payable as provided in this agreement.

Section 4.

The Licensor agrees not to disclose to any competitor of the Licensee or of its sub-licensees any confidential information relating to the Licensee's or its sub-licensees' business obtained by the Licensor under this agreement except to such extent as the Licensor may be required to disclose such information by judicial, governmental or other competent authority.

Section 5.

Licensee shall deduct and pay, from remittances due to Licensor for royalties and engineering assistance due under this agreement, any and all Canadian Government taxes in force at the time of the remittance, and applicable to said royalties and engineering assistance.

Article VI.

Compliance with Canadian Patent Act.

Licensee or any of its sub-licensees may import into Canada apparatus which it is commercially unsound or impracticable for Licensee or any of its sub-licensees to manufacture, unless it shall reasonably appear that such importation shall constitute grounds or part therof for requiring the grant of compulsory licenses to others in accordance with the Canadian Patent Act under the patents of Licensor, or grounds or part thereof for forfeiture in accordance with the Canadian Patent Act of Licensor's patents; and Licensee agrees and will require its sub-licensees to agree to manufacture in Canada such proportion of their total licensed apparatus sold hereunder as may from time to time be necessary to satisfy the requirements of the Canadian Patent Act in order to prevent the granting of compulsory licenses to others and in order to prevent the forfeiture of Licensor's patents thereunder.

Article VII.

Patent Marking and Trade Marks.

Section 1.

The Licensee will require its sub-licensees to mark on all apparatus sold by them under this license such trade mark, trade name, brand name or identification insignia as the sub-licensee shall have from time to time given notice hereunder to the Licensee being the property of the sub-licensee and duly registered as such in the Patent Office of the Dominion of Canada. Such trade mark, trade or brand name, or identification insignia shall if feasible be etched, stamped or in some permanent form affixed in a conspicuous place upon every such apparatus; and any apparatus not bearing such identification, name or trade mark is not licensed hereunuder.

Section 2.

Licensee agrees to have marked on all licensed apparatus manufactured and sold by Licensee and/or its sub-licensees hereunder the word "Patented" followed by the years of the grants of the patents which are, in the opinion of the Licensee, involved in such apparatus, or such other patent marking as otherwise may be required under the provisions of the Patent Act of the Dominion of Canada.

Article VIII.

Litigation.

Section 1.

The Licensee is authorized, subject to the limitations contained in this agreement, to take the necessary legal steps to restrain and to secure compensation for all infringements of the Licensor's patents coming within the scope of this agreement an dto oppose the revocation of any of said patents or the grant thereunder of compulsory licenses in conflict with the license herein granted, and to that end to bring or defend legal action in its own name, or, with the consent in writing of the Licensor, which consent will not unreasonably be withheld, jointly with the Licensor, whose name may be added as co-plaintiff or co-defendant for such purposes. The Licensee will meet and defray any and all expenses in any such action prosecuted or defended by the Licensee and will fully indemnify the Licensor for any damages, costs and expenses which it may sustain or be called upon to pay by reason of its name being added as a party to such proceeding. All damages, profits or other recoveries obtained from infringers of the said patents within the fields of this license, whether such recoveries concern infringement either before or after the date of this agreement shall belong to the Licensee.

Provided, however, that the Licensor shall be given by

the Licensee prompt and full notice of any such proposed action and the Licensor shall have the right if it so desires to participate in any such legal proceedings or the prosecution or defence thereof by its own counsel and to approve of the strategy and procedure adopted, which approval will not be unreasonably withheld, such participation to be at its own expense; in the event that only the rights or interests of the Licensor outside of the license herein granted may be affected, the Licensor shall conduct the said litigation at its own expense. Also, the Licensor shall have the right at its own expense to bring and conduct litigation which it deems necessary to protect its patent situation, subject to the right of the Licensee to approve of the strategy and procedure adopted, which approval will not be unreasonably withheld.

Section 2.

The Licensor agrees that it will co-operate with the Licensee in said enforcement of patents and prevention of unlicensed competition in patented apparatus, including the furnishing of statistical and technical information and other facts relating to such enforcement and prevention; provided that such co-operation shall be at the cost of the Licensee and shall not unreasonably interfere with any of the Licensor's operations.

Article IX.

Engineering Information and Technical Assistance.

From time to time, without charge, the Licensor agrees to give to the Licensee, exclusively for Canada, for distribution to its sub-licensees, all general technical reports, data and information relating to licensed apparatus which are circulated generally to the licensees of the Licensor in the United States. In addition, upon the termination of

the present war, the Licensor agrees to make available (for Canada) exclusively to the Licensee and its sub-licensees as the Licensee may designate engineering service of the type customarily made available by Licensor to its United States Licensees upon the following basis:

> Licensor will provide Licensee or its sub-licensees, without charge, up to one hundred (100) man hours of engineering assistance for each Five Thousand Dollars ($5,000) in royalties received per year and will provide additional engineering assistance as available at the rate of Thirteen Dollars and Fifty cents ($13.50) per man hour, settlement to be made after the close of each twelve month period ending December 31st.

Article X.

Prosecution of Patent Applications.

The Licensor agrees that as soon as it is reasonably possible after the execution of this agreement it will transmit to the Licensee a statement of all patents and applications for patents of the Dominion of Canada now owned or controlled by Licensor or under which Licensor has the right to grant licenses, under which licenses will pass to the Licensee under this agreement, and that in every case hereafter as soon as is reasonably possible after the filing by it or on its behalf of a U. S. patent application (if licenses under a corresponding Canadian application would pass to the Licensee under this agreement), it will transmit promptly a copy of such application to the Licensee with or without claims as Licensor may elect. In the event an application is filed by the Licensor in the U. S. Patent Office and, if for good and sufficient reasons a corresponding Canadian application is not filed within nine months after the filing of the United States application, the Licensee shall have the right of filing said Canadian appli-

cation at its own expense, in which event the Licensor will authorize the issuance of the patent in the name of the Licensee and will supply Licensee with all necessary documents to enable Licensee to obtain and maintain patent protection thereon.

The Licensor, during the life of this agreement, will prosecute in the Canadian Patent Office at its own expense the patent applications filed by it and coming within the scope of this agreement to the same extent and with the same care as is exercised with regard to other appliactions owned by the Licensor.

Article XI.

Communication of Improvements and Patent Information.

(a) The Licensor shall from time to time forthwith and fully communicate and disclose to the Licensee any improvement or improved practice which it now owns or uses or which it may in the future make, develop or acquire on or in connection with or in any way relating to any of the inventions covered by any of the patents, the subject of or included under this agreement and shall without charge permit the Licensee, during the continuance in force of this agreement, by itself or its sub-licensees, to make, construct, use and vend the same throughout the Dominion of Canada.

(b) Nothing contained in this agreement shall require or permit the furnishing of any information or its use, or the doing of any act, by either party for itself or for or through others, in such manner as to violate, contravene or otherwise cause incurrence of penalties under any law, regulation, order, rule of, or condition imposed by a governmental authority acting in the United States or Canada and having jurisdiction or control of the subject matter involved or of a party hereto. Each of the parties hereto agrees to conform to, and to cause others deriving

through it to conform to, such restrictions on the use of information and facilities which the party furnishing the same shall reasonably impose to save itself, and those in privity with it, harmless under any such law, regulation, order, rule or condition. The parties will co-operate in obtaining from the governmental authorities concerned lawful release or exemptions from restrictions imposed by such laws, regulations, orders, rules or conditions, to permit the exercise of the rights and the performance of the obligations provided in this agreement.

(c) Licensee undertakes that it will not transmit or disclose outside the Dominion of Canada information relative to patent applications forwarded to Licensee and will use its best efforts to similarly enjoin its sub-licensees.

Article XII.

Release for Past Infringement.

The Licensor hereby releases the Licensee and its sub-licensees, its and their vendees from all or any claims arising out of any infringement of any of the letters patent of the Dominion of Canada under which a license is granted or agreed to be granted by this agreement, which infringement may have taken place prior to the date of this agreement to the extent that the act or acts constituting such infringement would have been licensed had this agreement been in force at the time of the occurrence of such act or acts.

Article XIII.

Notices.

Any notice hereunder must be in writing and may be given by registered letter and shall be deemed to have been given when such registered letter, properly addressed, is mailed; if given otherwise than by registered letter, it

shall be deemed to have been given when delivered. If such notice is to be given to Licensor, it shall be addressed to Licensor at its office, 821 National Press Building, Washington, D. C.; if given to Licensee, it shall be addressed to Licensee at 159 Bay Street, Toronto, Ontario. Either party hereto may at any time by thirty (30) days' notice to the other designate any other address in place of those above given.

Article XIV.

Term & Termination.

Section 1.

Unless sooner terminated as herein provided, this agreement shall continue in force for a period of ten (10) years from the effective date hereof and, if Licensee shall have fully and faithfully performed all its obligations hereunder, thereafter for an additional period of ten (10) years, unless Licensee shall have given six months' notice to the Licensor prior to the end of the first ten-year period of its election to terminate this agreement.

Provided, however, with respect to patents owned or controlled by the Licensor during the period or periods of the continuance of this agreement, the license herein granted to Licensee and, at Licensee's option, the sub-licenses granted hereunder by Licensee, shall continue in force in accordance with the terms of this agreement until the ends of the terms of said patents with respect to apparatus which at the termination of said period or periods have been manufactured or are in process of manufacture or for which firm orders have been received prior to said termination.

Section 2.

Licensor, at its option, may terminate this agreement (a) in case at the end of any twelve (12) months' period ending December 31st of any year, the royalty payments hereunder

accruing to Licensor for that period are less than Fifteen Thousand Dollars ($15,000) and unless within thirty (30) days after the end of the accounting period provided for in Article V, Section 1, the Licensee of its own motion pays to Licensor an additional sum of money equal to the difference between the accrued royalties and Fifteen Thousand Dollars ($15,000); (b) on the failure of Licensee to render statements, to pay royalties or to make any other payments due under this agreement; (c) or Licensee's failure to comply with any other provision of this agreement; (d) at any time upon or during the bankruptcy, receivership or insolvency of Licensee or the appointment of a receiver or trustee for its property, or upon or after an assignment for the benefit of creditors. Any such termination by Licensor shall be by notice in writing to Licensee, stating the reason for the termination and, unless such default or failure has been rectified in the meantime, said termination shall take effect thirty (30) days after such notice is given.

Section 3.

No termination of this agreement for any cause shall release Licensee from any of the liabilities hereunder accruing to licensor or rescind anything done or any payment or other consideration made or given to either party hereunder prior to the time such termination becomes effective. No failure on the part of Licensor to exercise any right of termination hereunder shall be construed to prejudice any subsequent right of termination.

Section 4.

Notwithstanding anything to the contrary herein contained, Licensor hereby waives the provision as provided in this Article XIV relating to minimum royalty payments for the period during which manufacture of the apparatus

licensed hereunder is controlled by governmental action to such an extent that sales of licensed apparatus have not been made to the extent necessary to entitle Licensor to the minimum royalties otherwise payable hereunder.

Article XV.

Successors and Assigns.

Neither this agreement nor the licenses, rights or privileges herein granted shall be directly or indirectly, by operation of law or otherwise, assigned, transferred, divided or shared by Licensee (except with its sub-licensees) with any person, firm or corporation whatsoever, without the written consent of the Licensor but such consent shall not be unreasonably withheld. This agreement shall inure to the benefit of the successors or assigns of the Licensor, but neither the agreement nor the licenses, rights or privileges herein granted shall inure to the benefit of the successors, assigns or any legal representatives of the Licensee without the written consent of the Licensor having first been obtained, but such consent shall not unreasonably be withheld.

Article XVI.

This agreement is to be governed by and interpreted in accordance with the laws of the Dominion of Canada.

Article XVII.

The parties hereto hereby agree to execute and deliver with reasonable promptness such other instruments and perform all such acts as may be reasonably necessary for carrying out the provisions and purposes of this agreement.

In Witness Whereof, the parties hereto have caused this

instrument to be executed in duplicate by their proper officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

Hazeltine Corporation,
(sgd) Jack Binns,
President.

Witness:

(sgd) Laurence B. Dodds,
Assistant Secretary.

Canadian Radio Patents Limited,
(sgd) R. M. Brophy,
President.

Witness:

(sgd) J. C. Macfarlane,
Secretary.

DEFENDANT'S EXHIBIT NO. 118-A.

Canadian Radio Patents Limited
200 St. Clair Ave. West
Toronto

June 26th, 1957

Mr. J. Binns
Hazeltine Corporation
59-25 Little Neck Parkway
Little Neck 62, N. Y.

Dear Mr. Binns:

We enclose herewith our cheque in the amount of twenty-three thousand, one hundred eighty-one dollars and eight cents ($23,181.08) covering royalties due Hazeltine Corporation totalling $27,271.85 less the 15% Canadian Government withholding tax.

This payment is in accordance with the Hazeltine-Canadian Radio Patents Limited License Agreement dated July 2, 1943, and the Sealandair-Canadian Radio Patents Limited patent right assignment dated January 10, 1956, and covers the period January 1st to March 31st, 1957.

Payment in the amount of $4,090.77 covering the 15% withholding tax has been forwarded to the Receiver General of Canada.

Attached is a statement of account showing the calculation of royalties payable, tax withheld and payment enclosed.

Yours very truly,

B. McConnell,
President.

BM/nb
Encls.

Canadian Radio Patents Limited

Statement of Account at March 31, 1957.
Hazeltine Corporation
59-25 Little Neck Parkway
Little Neck 62, N. Y.

Royalties payable on sale of Radio and Television receivers.	
Shareholders and RCA Victor Co. Ltd.	
141,401 units at 10¢ per unit	$14,140.10
337 units at 5¢ per unit	16.85
C. R. P. L. licensees	
124,899 units at 10¢ per unit	12,489.90
One quarter of the $25,000.00 annual maixmum royalty in accordance with the Sealandair—CRPL patent right assignment	625.00
Total Royalties due Hazeltine Corporation	$27,371.85
Less 15% Canadian Government withholding Tax	4,090.77
Payment enclosed herewith	$23,181.08

DEFENDANT'S EXHIBIT NO. 118-B.

Canadian Radio Patents Limited
200 St. Clair Ave. West
Toronto

October 21st, 1957

Mr. L. B. Dodds
Hazeltine Corporation
59-25 Little Neck Parkway
Little Neck 62, N. Y.

Dear Mr. Dodds:

We enclose herewith our cheque in the amount of seventeen thousand one hundred ninety-three dollars and ninety-two cents ($17,193.92) covering the balance of royalties due Hazeltine Corporation for the year 1957.

Attached is a statement of account for the year 1957 showing royalties payable, previous payments, tax withheld and payment enclosed.

Yours very truly,

B. McConnell,
President.

BM/nb

Encls.

Statement of Account.

Year 1957.

Maximum Royalty for year 1957.

Hazeltine—CRPL License Agreement	$45,000.00	
Sealandair—CRPL Assignment	2,500.00	$47,500.00
Less Payments		
June 26, 1957 to Hazeltine Corp. by cheque #1110	$23,181.08	
June 26, 1957 to Receiver General of Canada by cheque 1111	4,090.77	27,271.85
Balance of Royalties due Hazeltine Corp. for the year 1957		$20,228.15
Less 15% Canadian Government Tax withheld		3,034.23
		$17,193.92

Payment enclosed herewith

DEFENDANT'S EXHIBIT NO. 118-C.

Canadian Radio Patents Limited
200 St. Clair Ave. West
Toronto

June 8, 1959

Mr. L. B. Dodds, Vice President,
Hazeltine Corporation,
59-25 Little Neck Parkway,
Little Neck 62, New York.

Dear Mr. Dodds:

We enclose here CRPL statement of account and cheque payable to Hazeltine Corporation in the amount of $13,415.13 covering royalties payable for the three months ending March 31, 1959.

Our cheque in the amount of $2,367.37 covering tax withheld at source is being forwarded to the Receiver General of Canada.

Please acknowledge receipt of the enclosed cheque and statement.

Yours very truly,

D. H. Gareau,
Secretary-Treasurer.

DHG:jm

Canadian Radio Patents Limited.

Statement of Account as at March 31, 1959

With

Hazeltine Corporation

Royalties payable on sale of radio and television receivers	
Shareholders and RCA Victor Co. Ltd.	
109,771 units at 10 cents per set	$10,977.10
24 units at 5 cents per set	1.20
CRPL Licensees	
41,792 units at 10 cents per set	4,179.20
One quarter of the $2,500.00 annual maximum royalty in accordance with the Sealandair-CRPL patent right agreement	625.00
	$15,782.50
Less: 15% Canadian Government tax withheld	2,367.37
Payment enclosed herewith	$13,415.13

DEFENDANT'S EXHIBIT NO. 119.

Hazeltine Corporation
Little Neck 62, New York

Cable
Neutrodyne

Faculty 1-2300
Teletype-NY 4-791
March 19, 1963

Canadian Radio Patents Limited
200 St. Clair Ave. West
Toronto
Ontario, Canada

Re: Patent License Agreement, dated July 2, 1943 between Hazeltine Corporation and Canadian Radio Patents Limited;

Patent License Agreement, dated July 2, 1943 between Hazeltine Corporation and Sealandair Patents Limited (assigned to Canadian Radio Patents Limited).

Attention of Mr. B. McConnell, President.

Gentlemen:

This letter is to record a further agreement between our two Companies that the termination date of the above Agreements is hereby extended to December 31, 1963.

Would you please indicate your acceptance of this understanding by signing below and returning the duplicate enclosed copy to us.

Very truly yours,
Hazeltine Corporation,
By W. H. McFarland,
Executive Vice President,

(Corporate Seal)

Accepted:
Canadian Radio Patents Limited,
By B. McConnell,
President,

Jennifer (Illegible),
Secretary-Treasurer.

(Corporate Seal)

DEFENDANT'S EXHIBIT NO. 120.

Memorandum of Agreement made in duplicate this ..... day of ..... A. D. 1927:

By and Between:

Canadian Radio Patents Limited, a Corporation organized under the laws of the Dominion of Canada, and having its head office and principal place of business at the City of Toronto, in the Province of Ontario, hereinafter called the "Licensor" of the First Part; and .....

..... of the Second Part:

Whereas the Licensor is presently a Licensee for the purpose hereinafter set forth, with power to grant sublicenses under the Canadian patents set forth in the Schedule attached hereto, and has agreed to grant to the Licensee a non-exclusive license to manufacture and sell thereunder, radio receiving sets to be used only for the non-commercial reception of public radio telephone broadcasting:

1. Now Therefore This Agreement Witnesseth that for and in consideration of the sum of Ten Thousand Dollars ($10,000.00) of lawful money of Canada paid upon execution hereof by the Licensee to the Licensor, receipt whereof is hereby acknowledged, and of the covenants and agreements contained herein the Licensor hereby grants to the Licensee, subject to the terms and conditions and to the performance of the obligations hereinafter set forth, a non-exclusive license under the Canadian patents set out in the Schedule attached hereto, during the full term of the said patents, and all re-issue of extensions thereof, to manufacture and sell radio receiving sets to be used only for the non-commercial reception of public radio telephone broadcasting:

2. The Licensee covenants with the Licensor to pay to the Licensor a royalty of ten per cent (10%) on the invoice price of all radio receiving sets as sold by it which embody

any of the inventions described in any of the said patents; such royalty to be payable quarterly on the fifteenth days of January, April, July and October in each year, commencing with the 15th day of April, 1927, covering in each case the three months period ending on the first day of the month referred to.

3. The Licensee shall keep faithful and true account of all radio receiving sets sold by it and of the invoice price thereof, and for the purpose of determining the amount of royalty payable from time to time, the Licensor shall have the right to employ a chartered accountant to examine the books of the Licensee, and the Licensee shall give to any such chartered accountant full access to all books and papers which the said accountant shall require to inspect for the said purpose:

4. The license hereby granted is assignable by the Licensee only to its successors or assigns, of substantially the entire good will and business of the said Licensee, but is in all other respects personal and non-transferable:

5. The Licensee shall mark all radio receiving sets sold or offered for sale by it in the manner required by the provisions of the Patent Act, and by affixing thereto a notice reading—"Licensed by Canadian Radio Patents Limited".

6. In the event the Licensee shall fail to pay to the Licensor the royalties referred to in the preceding paragraphs, or shall otherwise fail to observe the covenants herein contained, or in the event that the Licensee shall become bankrupt or insolvent, or if a receiver or liquidator shall be appointed to administer its affairs, the Licensor may, at its option and without prejudice to any of its other legal and equitable rights and remedies under this Agreement, by thirty days notice in writing particularly specifying the breach, terminate the license herein given or granted, or of the rights of the Licensee hereunder, unless

the Licensee within such period of thirty days shall have rectified each breach; in which case this license contract shall continue as though no such notice had been given. The deposit in the registered mails of a postpaid envelope addressed to the last known Post Office address of the Licensee, and containing any such notice, shall constitute due and sufficient service of such notice as to the date of such deposit.

7. Unless this Licensee Contract shall terminate as provided in the foregoing section, the license hereby granted shall extend and continue throughout the term of the herein referred to Canadian Letters Patent latest in date, and any re-issue or extension thereof, under which the Licensee is herein licensed. The termination of this License Contract for any reason whatsoever shall not relieve the Licensee of any obligations due to the Licensor at the date of such termination.

8. Should the license fees payable hereunder in any calendar year amount to less than Ten Thousand Dollars ($10,000.00) and should the Licensee continue to refuse or fail to pay to the Licensor the difference between the license fees so payable and the sum of Ten Thousand Dollars ($10,000.00) the Licensor may after ten days notice in writing to the Licensee demanding payment of such difference, cancel this license but without discharging the Licensee from its obligations to pay the license fees then payable.

9. The Licensee shall not import or cause to be imported directly or indirectly, into the Dominion of Canada, radio receiving sets manufactured or sold under this license during any one calendar year having an invoice price (including freight and duty) in the aggregate or more than One Hundred Thousand Dollars ($100,000.00).

10. The term invoice price used herein when applied

to radio receiving sets imported into Canada shall include customs duty and freight to the point of entry into Canada.

In Witness Whereof the Parties Have Signed.

Signed, Sealed & Delivered
In the presence of:.....

Canadian Radio Patents Limited,

.....

President.

.....

Secretary.

Schedule.

Canadian Patents

of

Canadian General Electric Company, Limited.

1.	Rice	241138
2.	Alexanderson	208583
3.	Langmuir	244847

Western Electric Company, Incorporated.

1.	Mathes	183275
2.	Mathes	209777
3.	Arnold	213999
4.	Hartley	174690
5.	Nichols	183276

Canadian Westinghouse Company, Limited.

1.	Armstrong	216321

Canadian Marconi Company.

1.	Round	179703
2.	Franklin	187793

Standard Radio Mfg. Corporation Limited.

1.	De Forest	159794
2.	De Forest	169332
3.	De Forest	174361
4.	De Forest	218235
5.	De Forest	218468
6.	De Forest	218238
7.	De Forest	218242
8.	De Forest	218473

DEFENDANT'S EXHIBIT NO. 121.

Canadian Radio Patents Limited

and

.....

License Agreement.

Radio Receiving Sets, Canada.

Memorandum of License Agreement made in duplicate this ..... day of ....., A. D., 1929.

Between:

Canadian Radio Patents Limited,

a corporation organized under the laws of the Dominion of Canada, and having its Head Office at the City of Toronto, in the Province of Ontario, hereinafter called the "Licensor," ..... of the First Part:

—and—

.....

a corporation organized under the laws of .....
and having its Head Office at the city of .....
in the Province of ....., hereinafter called the "Licensee," ..... of the Second Part:

Whereas the Licensor represents that it owns or has the right to grant licenses under various Letters Patent of the

Dominion of Canada, set forth in Schedule "A" hereto annexed, relating to or useful in the manufacture of radio receiving sets, as hereinafter defined.

And Whereas the Licensee desires to make lawful use of some or all of the inventions covered by said Canadian Letters Patent, and to that end desires to acquire the licenses herein expressed.

Now Therefore in consideration of the premises and of the license granted herein by the Licensor to the Licensee and of the mutual covenants herein contained it is agreed as follows:

1. The Licensor hereby grants to the Licensee, for the terms of this agreement, under all of the Letters Patent of the Dominion of Canada set forth in Schedule "A" attached hereto, but only upon the terms and conditions and for the uses hereinafter specified, a personal indivisible, non-transferable and non-exclusive license to manufacture complete radio receiving sets, (including power supply units and power amplifier units when used as integral parts of said sets, all as herein defined), at its factory located at ..... in the ..... of .....,

and not elsewhere without the written permission of the Licensor; and to sell only in the Dominion of Canada complete radio receiving sets so manufactured, but only for the non-commercial reception of public radio telephone broadcasting. The License hereby granted does not include any license to sell any part or parts of a radio receiving set as distinguished from the complete set or any machine, appliance or material or any part thereof.

The Licensor has no license under the Canadian Letters Patent set forth in Schedule "A" in the field of electrical phonograph reproduction or in the field of production, projection or reception, either directly or by electric current waves or impulses, of still or motion pictures or of motion pictures synchronized with sound recorded on films

or grooved records, its license and the license herein granted being only for the manufacture, use and sale of radio receiving sets to be used only for the non-commercial reception of public radio telephone broadcasting.

The licensor does not own or control or possess rights under any patents for the manufacture and/or sale of vacuum tubes, and nothing herein contained shall be construed as conferring upon the Licensee, either expressly or by implication, estoppel or otherwise, any license to manufacture or sell any apparatus or article except in accordance with the express provisions of this agreement.

The Licensor has no patents or patent rights or licenses under patents whatsoever in foreign countries, and nothing herein contained shall be construed as conferring upon the Licensee, either expressly or by implication, estoppel or otherwise, any license under any patents of countries other than the Dominion of Canada.

2. For the purpose of this agreement the following terms are defined, namely:—

(a) "Radio Receiving Set"—means a radio receiver embodying one or more input circuits tuned or which can be tuned to substantial resonance with the radio frequency of the signal to be received, or coupled to a circuit or circuits so tuned or which can be so tuned; one or more devices for relaying or for amplifying such signals at the said radio frequency; one or more output circuits tuned or which can be tuned to substantial resonance with the radio frequency of the signal to be received or coupled to a circuit or circuits so tuned or which can be so tuned; a single detecting device for directly converting the signals so received and so relayed or amplified from said radio frequency into audio frequency signal currents, and if employed, one or more devices with their associated circuits for amplifying such audio frequency current. In any even the term "Radio Receiving Set" shall not for the purpose of this agreement include the so-called superhetrodyne or super-regenerative receivers or parts therefor.

The said term "Radio Receiving Set" shall be understood to cover the whole of the component parts of the complete radio receiving apparatus as sold to the using public in Canada, that is to say, as including a case or cabinet containing the wiring and electrical devices and including power supply units and power amplifier units as herein defined if and when used as an integral part of said radio receiving set; and any other device which is normally built in or forms part of said radio receiving set as sold to the using public in Canada, but not as including the renewable batteries or tubes.

(b) "Power Supply Unit"—means apparatus adapted to take not exceeding 300 watts of electric current from an ordinary electrical power distributing system (such as an electric filter circuit) and to transform, rectify, electrically filter and/or otherwise convert or modify the current so received and to deliver one or more electric currents having such characteristics as to be suitable for operating a radio receiving set, power amplified unit and/or loud speaker.

(c) "Power Amplifier Unit"—means apparatus adapted to receive signal energy from the output of a radio receiving set and to deliver electric currents varying in accordance with the received signals, but of greater energy, suitable for the operation of a loud speaker.

(d) "Public Radio Telephone Broadcasting"—means the broadcasting by radio telephony of sounds of music, news, speeches, sermons, advertising and entertainment, educational and similar matter for reception by the general public.

(e) "Non-commercial Reception"—means and is limited to the reception for private entertainment and instruction in homes and also in other places where no charge is made directly or indirectly for admission or for the privilege of listening.

(f) "Superhetrodyne"—means utilizing the conversion of incoming signal modulated high-frequency electrical oscillations, by combination with other high-frequency electrical oscillations, into signal modulated oscillations of a different frequency lower than said incoming oscillations but in the ultra audible range, amplifying said last mentioned oscillations and detecting the signal modulations thereof.

(g) "Super-regenerative" means the method of amplifying oscillatory eletrical energy in which the output of a repeater is regeneratively associated with the input therof to the extent of the regenerative effect being periodically varied independently of the variations in the energy to be amplied, in such manner as to increase amplification due to said repeater.

(h) The term "Chassis" or "Chassis Portion" shall be understood to cover the whole of the radio receiving set, including all electrical and wiring devices, power amplifier and power supply equipment, if such equipment forms an integral part of the said receiving set, but not including the cabinet, renewable batteries or tubes.

3. The Licensee hereby agrees to pay to the Licensor a royalty of ten per cent (10%) of the Licensee's invoice price, as hereinafter defined (before cash discount, freight, royalty or advertising allowances or similar deductions are made) of the chassis portion of all radio receiving sets licensed and sold under this agreement, plus ten per cent (10%) of a fixed nominal invoice valuation of Ten Dollars ($10.00) for the cabinet portion of said radio receiving set as sold to the using public in Canada.

For the purpose of assessing royalties, the invoice price of the chassis portion of a complete radio receiving set shall be ascertained by taking that proportion of the invoice price of the complete radio receiving set as sold to the using public in Canada, which the manufacturing costs of the chas-

sis, including the usual overhead burden and other standard charges, bears to the total manufacturing cost of the complete radio receiving set including overhead burden and other standard charges as herein defined. The invoice price of the complete radio receiving set, for purposes of royalty, as herein referred to, shall not be less than the "list" or generally advertised Canadian retail selling price of the complete radio receiving set, less the standard Canadian domestic wholesalers' discount allowed by the Licensee, which discount for purposes of said royalty shall not be greater than 50-10-5%.

In computing royalty payments in respect of licensed apparatus hereunder there shall be deducted from such invoice price of said radio receiving set, (if originally included in said invoice price), the Licensee's invoice price of the vacuum tubes which have been purchased by the Licensee for sale with such said radio receiving set. In no case, however, shall the invoice price of vacuum tubes so deducted be greater than the standard list price of such vacuum tubes less the Licensee's standard or recognized discount to domestic wholesale distributors on complete radio receiving sets, if the Licensee shall sell such apparatus to distributors, or Licensee's discount on complete radio receiving sets to dealers, if the Licensee shall sell such apparatus to dealers.

In order to insure to the Licensor the full royalty payments contemplated hereunder, the Licensee covenants that in the event that any radio receiving set licensed hereunder shall be sold either—(1) to a corporation, firm or association which, or individual who, shall own a controlling interest in the Licensee by stock ownership or otherwise, or (2) to a corporation, firm or association in which the Licensee or its stock-holders shall own a controlling interest by stock ownership or otherwise, the royalty to be paid hereunder in respect of such radio receiving set shall be based upon the invoice price at which such purchaser re-sells said radio

receiving set, rather than upon the invoice price of the Licensee.

4. The Licensee within twenty days (20) after and as of the first day of each month during the term of this agreement shall furnish the Licensor with a written statement, in form satisfactory to the Licensor, specifying the total number and invoice price thereof of radio receiving sets sold under this agreement by the Licensee during the preceding month, or that part of the preceding month during which this agreemnt shall have been in force, also specifying the Licensee's invoice prices with respect to all types of said radio receiving sets, the type or model number and the trade or brand name, and also specifying the vacuum tubes and other apparatus sold in such licensed set, and the deduction to be made from the Licensee's invoice price in respect thereof in accordance with the provisions of Article 3 hereof. A similar statement shall be rendered within twenty days (20) after and as of the date of the termination of this agreement covering the period from the end of the preceding month to the date of the termination of this agreement. The royalty prescribed herein shall be due and payable on the said twentieth day of each month during the term of this agreement, and on the twentieth day following the termination of this license upon all such radio receiving sets sold by the Licensee during the respective period covered by the statement above mentioned.

The amount required to bring the aggregate royalty payment for any calendar year, or part thereof that this agreement shall be in force, upon the amount of the minimum royalty payable for such year or part thereof that this agreement shall be in force, up to the amount of the minimum royalty payable for such year or part of year as in Clause Eight hereof provided, shall be due and payable on the tenth day of January next following such calendar year or part of year, or as the case may be, on the tenth day following the date of the termination of this agreement.

Radio Receiving Sets shall be deemed to be sold within the meaning of this agreement when the radio receiving set has been billed to any vendee, consignee or user, or if not billed when it has been shipped, delivered or consigned to any vendee, consignee or user.

5. The Licensee shall keep full, true and accurate books of account and records of all business done under the license granted by this agreement, in sufficient detail to enable the Licensor to ascertain what license fees or royalties are due hereunder. The said books and records shall particularly show the number by types of sets made and sold by the Licensee, and the Licensee's invoice price thereon for each type or model (before cash discounts, freight, royalty, advertising allowances or similar deductions have been made). The Licensee's said books of account and records, including information or records concerning cost of materials and manufacturing data shall be open to the inspection of the Licensor or its duly authorized representative at all times, in order to substantiate cost percentages or invoice prices used by the Licensee in computing royalty payments hereunder, and generally the Licensee shall allow such investigations of the Licensee's business and operation in connection with this agreement as may be necessary to determine the accuracy of the Licensee's accounts, records, reports and payments hereunder.

6. The Licensee shall affix in a conspicuous place on all radio receiving sets manufactured and sold by the Licensee under the terms of this agreement, a license notice bearing the corporate name of the Licensee and the inscription, namely:—"Licensed by Canadian Radio Patents Limited only for the non-commercial reception of public radio telephone broadcasting; Patented 1914, 1916, 1917, 1918 1919, 1920, 1921, 1922, 1924, 1925, 1926," etc., or as otherwise may be required under the provisions of the Patent Act of the Dominion of Canada.

The Licensee shall, unless otherwise permitted by the Licensor, mark all radio receiving sets manufactured and sold by the Licensee under the terms of this agreement with its own trade-name or trade-mark, and will also observe any reasonable requirements which the Licensor, by notice in writing to the Licensee, may propose for the purpose of preventing the use of said sets otherwise than in accordance with the licenses hereby granted.

All said markings and inscriptions required herein shall be of a prominent, fixed and permanent character displayed in such manner that dealers and wholesale and retail purchasers and users may see the same at the time of purchase and sale, and the Licensee's circulars, price lists and catalogues referring to said radio receiving sets shall also contain the same marking inscriptions or notices.

7. In the event of failure by the Licensee at any time during the continuance in force of this agreement, to render any of the statements called for herein upon any of the prescribed dates or to pay all of the royalties required hereunder when due or to comply with any of the other obligations of this Agreement, or in the event that the Licensee shall make an assignment for the benefit of its creditors, or voluntarily or involuntarily be declared a bankrupt, or if a receiver or liquidator shall be appointed to administer its affairs, the Licensor may at its option, and without prejudice to any of its other legal and equitable rights and remedies under this Agreement, by ten days' notice in writing particularly specifying the breach, terminate the license herein given or granted, and the rights of the Licensee hereunder, unless the Licensee within the said period of ten days shall rectify such breach, in which case this License Agreement shall continue as though no such notice had been given. The deposit in the post-office of a registered post-paid envelope addressed to the last known place of business of the Licensee and containing any such notice, shall constitute due and sufficient service or delivery

of such notice as of the date of such deposit. No such cancellation shall release the Licensee from any of the liability accruing to the Licensor hereunder prior to the time such cancellation becomes effective. No failure on the part of the Licensor to exercise its rights of cancellation hereunder for any one or more defaults shall be construed to prejudice its rights of cancellation for any subsequent default.

8. The Licensee further agrees to pay to the Licensor, for each and every calendar year during the time that this agreement shall remain in force, a minimum royalty of Ten Thousand Dollars ($10,000.00) per annum. In case this agreement shall be in force for only a part of any calendar year, the minimum royalty for each year and the amount of sales to which the minimum royalty applies shall be prorated to cover such part of such year as this Agreement shall be in force. Should the license fee payable hereunder for any calendar year amount to less than the said Ten Thousand Dollars ($10,000.00) the Licensor, notwithstanding anything in this agreement to the contrary, may upon failure of the Licensee to pay the difference between the said license fee as payable and the said minimum royalty required, cancel this license by ten days' notice in writing to the Licensee, but such cancellation shall not release the Licensee from its obligations to pay the royalty on the sales of radio receiving sets manufactured by it prior to the time of cancellation.

9. The Licensee covenants that it will, within the scope of this agreement, fully comply with the provisions of the Patent Act of the Dominion of Canada requiring the manufacture of said radio receiving sets mainly within the Dominion of Canada for the satisfaction of the reasonable requirements of the public; but in no event whatsoever shall the Licensee during any calendar year import or cause to be imported directly or indirectly into the Dominion of Canada, radio receiving sets, as herein defined, having an aggregate invoice price of more than $200,000.

The term "Invoice Price" herein when applied to radio receiving sets which may be imported into Canada shall include custom duties, and freight to the point of clearance within Canada. In any event the price of said imported radio receiving sets upon which royalties shall be calculated, shall be not less than the Licensee's standard price to Canadian domestic wholesalers laid down in Canada, and not less than 50-10-5% off the list or advertised retail selling price to the consumer in Canada of the complete radio receiving set as defined in Article 2, Clause A, Paragraph 2 hereof.

10. Until written notice of change of address is served by either party upon the other, any notice or request with reference to the subject matter of this agreement shall be deemed to have been sufficiently given when, if given to the Licensor, it shall be addressed to Canadian Radio Patents Limited, at its office, 212 King Street West, in the City of Toronto, and when, if given to the Licensee it shall be addressed to the Licensee at its office, and in either case sent by registered mail.

11. Neither this Agreement or any of its benefits shall be directly or indirectly assigned, transferred, divided or shared by the Licensee with any person, firm or corporation whatsoever, without the written consent of the Licensor. This Agreement and the License hereby granted shall terminate unless otherwise agreed in writing by the Licensor, upon any attempt by the Licensee to assign the same or upon the acquisition directly or indirectly of a controlling interest by stock ownership or otherwise in the Licensee by any other corporation, firm or person not holding a like license for radio receiving sets from the Licensor. The Licensee agrees to permit the authorized representatives of the Licensor to examine the stock register books of the Licensee at any time upon reasonable notice. This Agreement shall enure to the benefit of the successors and assigns

of the Licensor, but shall not enure to the benefits of the successors and assigns or legal representatives of the Licensee, without the written consent of the Licensor.

12. Unless sooner terminated as hereinabove provided, this Agreement shall continue in force to the end of the term of the latest patent now or hereinafter included in this license, insofar as concerns the patent or patents then in force. The termination of this license for any reason whatsoever shall not relieve the Licensee from any of its liabilities accruing prior to such termination. The expression "term of this agreement" or similar expression, wherever used herein shall be deemed to be the period during which this Agreement shall remain in force as herein provided.

13. The License Agreement between the parties hereto, or their predecessors in title, dated ..... A. D. 192....., is hereby cancelled and terminated.

14. This License Agreement, except as otherwise provided, shall be deemed to have been in full force and effect as of and from the First Day of April, A. D. 1929.

In Witness Whereof the parties hereto have caused these presents to be executed by their proper officers thereunder duly authorized, and their corporate seal to be hereunto affixed as of the day and year first above written.

Witness:

.....,

President,

.....,

Secretary,

.....,

Witness:

.....,

President,

.....,

Secretary.

SCHEDULE "A".

RADIO RECEIVING SET LICENSE, CANADA.

A. Patents owned by Canadian General Electric Company, Limited.

1. 241,138	June 24, 1924	Rice	Amplification of Small Currents.
2. 208,583	Feb. 15, 1921	Alexanderson	Selective Tuning Systems.
3. 244,847	Nov. 25, 1924	Langmuir	System of Amplifying Variable Currents.

Power Supply and Amplifier Units.

1. 220,741	July 11, 1922	Hull	Method of and means for obtaining Constant Direct Current Potentials.
2. 214,464	Nov. 29, 1921	White	Circuit connections of Electron Discharge Apparatus.
3. 198,076	Mar. 9, 1920	Langmuir	Method of and means for controlling Electric Current.
4. 263,962	Aug. 31, 1926	Rice & Kellogg	System for Amplifying.
5. 196,145	Jan. 13, 1920	Langmuir	Amplification of Variable Currents.

B. Patents owned by Western Electric Company Incorporated and Northern Electric Company Limited.

1. 209,777	Mar. 22, 1921	Mathes	Vacuum Tube Filament and Plate Compensation.
2. 213,999	Oct. 25, 1921	Arnold	Gaseous Repeaters.
3. 174,690	Jan. 23, 1917	Hartley	Electric Circuits.
4. 183,276	Mar. 26, 1918	Nichols	Vacuum Tubes Circuits.
5. 183,275	Mar. 26, 1918	Mathes	Circuits for Electric Discharge Devices.

Power Supply and Amplifier Units.

1. 218,067	April 25, 1922	Arnold	Thermionic Amplifier.
2. 208,862	Feb. 22, 1921	Scriven	Vacuum Tube Apparatus.
3. 183,275	Mar. 26, 1918	Mathes	Circuits for Electric Discharge Devices.
4. 188,399	Jan. 21, 1919	Heising	Circuit Connections of Electron Discharge Apparatus.

C. Patents owned by Canadian Westinghouse Company Limited.

216,321	Mar. 7, 1922	Armstrong	Wireless Receiving System.

D. Patents owned by Canadian Marconi Company.

1. 179,703	Oct. 9, 1917	Round	Continuous Electrical Oscillations.
2. 187,793	Dec. 3, 1918	Franklin	Receivers for Wireless Telephony.

E. Patents owned by Rogers Majestic Corporation Limited (formerly Standard Radio Manufacturing Corporation Limited).

1. 159,794	Dec. 29, 1914	DeForest	Amplifying and Reproducing Sounds.
2. 169,332	May 9, 1916	DeForest	Wireless Receiving Systems.
3. 218,235	May 2, 1922	DeForest	Radio Signalling Systems.
4. 174,361	Jan. 9, 1917	DeForest	Wireless Telegraph and Telephone Systems.
5. 218,468	May 9, 1922	DeForest	Selective Audion Amplifier.
6. 218,238	May 2, 1922	Logwood	Oscillation Generator Systems.
7. 218,242	May 2, 1922	DeForest	Amplifying Pulsating Electric Currents.
8. 218,473	May 9, 1922	DeForest	Audion Circuit.

Power Supply and Amplifier Units.

1. 181,500	Jan. 8, 1918	DeForest	Telephone and Telegraph Systems.

Patent owned by Canadian Radio Patents Limited.

251,845	July 21, 1925	Cardwell	Variable Air Condensers.

DEFENDANT'S EXHIBIT NO. 122.

Brownlee X-7 d

MEMORANDUM OF PATENT LICENSE AGREEMENT made in duplicate this day of , A.D. 1928.

BETWEEN:

CANADIAN RADIO PATENTS LIMITED,

a corporation organized under the laws of the Dominion of Canada and having its Head Office and principal place of business at 133 Bay Street, in the City of Toronto, in the Province of Ontario, hereinafter called the "Licensor".

OF THE FIRST PART;

—and

a corporation also organized under the laws of the Dominion of Canada and having its Head Office and principal place of business at in the City of , in the Province of hereinafter called the "Licensee".

OF THE SECOND PART

Whereas the Licensor represents that it owns or controls or otherwise has the right to grant licenses under various letters patent of the Dominion of Canada including the patents listed in Schedules A and B attached hereto, relating to or useful in the manufacture of radio receiving sets as hereinafter defined;

And whereas the existing patent license agreement dated the day of , A.D. , between the Licensor and the Licensee relating to the manufacture of radio receiving sets as therein defined did license the Licensee only in respect to the inventions embodied in the letters patent set forth in Schedule A attached hereto.

And whereas since the date of the said existing license, the Licensor has acquired the ownership of or the right to grant licenses under the various letters patent enumerated in Schedule B annexed hereto.

And whereas the Licensee has been engaged in the business of manufacturing and selling radio receiving sets which may embody certain of the inventions contained in the said letters patent set forth in Schedule B and has invested substantial sums of money in the said business and given employment to many people.

And whereas the said radio receiving sets which may embody the inventions claimed in the said patents in Schedule B set forth, are now in the hands of agents, and vendees of the Licensee for resale and use, and the Licensee desires to obtain not only for itself but also for its agents, vendees and users a release of any possible claim arising out of the manufacture, use and sale of said radio receiving sets.

AND WHEREAS the Licensee desires definite assurance by way of license that it will not be deprived of the use and benefit of the inventions claimed by the letters patent referred to in Schedule B, desiring such assurance at this time in order that it may more effectively make plans for the future conduct of its business.

AND WHEREAS the Licensor has agreed to grant to the Licensee a license under said letters patent herein set forth upon the terms and conditions hereinafter mentioned and in consideration of the payment of the royalties herein reserved and assessed upon a basis agreed between the parties as being equitable, having regard to the nature and manner of use of the inventions hereinafter referred to.

AND WHEREAS the Licensor and the Licensee have agreed with each other as hereinafter set forth

NOW THEREFORE IN CONSIDERATION of the premises and of the license granted herein by the Licensor to the Licensee and the mutual covenants herein contained the parties hereto agree as follows:—

ARTICLE I.

DEFINITIONS.

For the purposes of this agreement the following definitions shall apply—

(a) "*Radio Receiving Set*" means complete apparatus (but not separate parts thereof except for repair or replacement in apparatus licensed hereunder) advertised as such and saleable to the using public as such, including, when constituting essential parts thereof, a cabinet, loudspeaker, thermionic tubes, battery eliminator apparatus for detecting, amplifying or modifying electric currents or electro-magnetic waves, variations or impulses, and apparatus for converting electric currents into sound for the non-commercial reception of public radio telephone broadcasting.

(b) "*Public Radio Telephone Broadcasting*" means the broadcasting by radio telephony of sounds of music, news, speeches, sermons, advertising and entertainment, educational and similar matter for reception by the general public.

(c) "*Non-Commercial Reception*" means and is limited to the reception for private entertainment and instruction in homes and in other places where no charge, other than government license fees, is made directly or indirectly for admission or for the privilege of listening.

(d) "*Chassis or Chassis Portion*" means the whole of the radio receiving set, including all electrical, radio, wiring, amplifying and loudspeaker devices, but not including the cabinet or thermionic tubes.

(e) "*Thermionic Tube*" means a device, comprising two or more electrodes and an envelope which is to any extent evacuated or contains gas or vapour of liquid under any degree of pressure and is capable of changing the form of or controlling or modifying energy supplied thereto, used for any purpose under this license.

(f) "*Cabinet*" means the case or enclosure in which the radio receiving set is encased, including all escutcheons and fittings thereto, but not including any part, device or thing which is utilized in the operation of the receiver by the user

(g) "*Electrical Phonograph*" means apparatus for the reproduction of sound from grooved sound records or film sound records used in or in connection with such apparatus (but does not include apparatus for the amplification of or transmission to, or reception at other points, of sound reproduced from such records), to be heard in the immediate vicinity of the apparatus, in which such record gives rise to or controls an electric current or electromotive force in such a way that the variations of the electric current or electromotive force correspond in some way to the recorded sounds and the electric current or electromotive force directly or indirectly brings about the production of sound from the apparatus, and also when furnished as parts thereof apparatus for making sound records for use in or in connection with such electrical phonographs.

(h) "*Patents*" means letters patent and applications for letters patent and rights by license or otherwise, to or under letters patent and applications for letters patent and patentable inventions.

ARTICLE II.

Licenses.

SECTION 1.

Upon the terms and conditions hereinafter set forth and solely and only to the extent and for the uses hereinafter specified and defined, the Licensor hereby grants and agrees to grant to the Licensee for the term of this agreement under all of the letters patent of the Dominion of Canada set forth in Schedules A and B attached hereto relating or applicable to or useful in the manufacture of radio receiving sets, a personal, indivisible, non-transferable and non-exclusive license to manufacture radio receiving sets as herein defined at its factories within Canada, and not elsewhere without previous written permission obtained from the Licensor and to sell only in the Dominion of Canada radio receiving sets so manufactured by the Licensee, but only for the non-commercial reception of public radio telephone broadcasting. The license to manufacture includes the right to make all or any of the separate parts, not including thermionic tubes, and the right to have all or any of the said separate parts made by others for the Licensee, but does not include the right to sell, except to another Licensee of the Licensor or except for service or replacement purposes, any part or parts of a radio receiving set, nor to have said parts assembled as radio receiving sets except in the Licensee's factories as above defined.

SECTION 2.

Nothing herein contained and no act or acts of manufacture or sale hereunder shall be construed as, or result in, conveying any license to the Licensee expressly or by implication, estoppel or otherwise.

(a) For the manufacture or sale of thermionic tubes, electrical phonographic recording or reproducing apparatus of still or motion pictures or of motion pictures synchronized with sound recorded on films or grooved records or otherwise;

(b) Under any patent of substance other than the Dominion of Canada whether or not such foreign patent corresponds to any patent of the Dominion of Canada under which license is granted herein;

(c) To manufacture or sell apparatus otherwise than in accordance with the expressed provisions of this license agreement.

ARTICLE III

ROYALTIES.

Section 1.

The Licensee shall pay to the Licensor a royalty of ten per cent. (10%) of the Licensee's invoice price as hereinafter defined (before cash discounts, freight, royalties, advertising allowances or other similar deductions are made) of the chassis portion of all radio receiving sets licensed and sold under this agreement.

Section 2.

For the purposes of assessing royalties, the invoice price of the chassis portion of the radio receiving set shall be obtained by taking that proportion of the invoice price of the radio receiving set, which the manufacturing cost of the chassis (including loudspeakers) as herein defined, including the usual overhead burden, assessing transportation charges, customs and excise duties, and other standard charges, bears to the total manufacturing cost of the radio receiving set sold by the Licensee and/or as herein defined, including overhead burden and all standard charges. All radio receiving set development, research, chassis and/or speaker assembly, test and inspection labour and expense shall be considered, for the purpose of this agreement, a part of the cost of the chassis portion of the radio receiving set.

Section 3.

The invoice pri[illegible] set for the purpose of assessing the royalties due hereunder [illegible]'s total manufacturing cost of the radio receiv[illegible] and all standard charges plus a mark-up of fifty per [illegible] mark-up as from time to time shall be approved by the Li[illegible]ty shall be payable upon either the invoice price as provided in this Section 3 or upon the Licensee's actual invoice price, whichever is greater.

Section 4.

In determining the invoice price of the chassis portion (as herein defined) of a radio receiving set, items not included in said chassis portion of the radio receiving set and not manufactured by the Licensee but purchased from outside suppliers shall be included in the total cost of the radio receiving set for the purpose of

this computation of the purchase price only (including any incoming transportation charges and customs and excise duties paid thereon) and shall not include any further additions thereto.

Section 5.

In computing the amount upon which royalties are payable, credit may be taken by the Licensee for all radio receiving sets previously sold which are returned by customers to the Licensee and credit allowed therefor, but credit shall not be taken by the licensee for any other deduction, allowance or credit, which may have been granted or allowed to its customers, without the written consent of the Licensor.

For the purpose of determining royalty payments, radio receiving sets shall be deemed to be sold within the meaning of this agreement when billed or consigned or if not billed or consigned, when shipped or delivered.

Section 6

The royalty prescribed herein shall be due and payable on the twentieth (20th) day of each month following that in which the radio receiving set was sold, and on the twentieth (20th) day following the termination of this license upon all such radio receiving sets sold by the Licensee subsequent to the period covered by the last report made by the Licensee to the Licensor.

Without in any way prejudicing, impairing or waiving any of the rights granted herein to the Licensor, including right of cancellation or termination, interest may be charged and shall be payable by the Licensee on all overdue royalty payments at the rate of six per cent. (6%) per annum from the due date of payment thereof until such overdue payments have been made in cash

Section 7.

Upon default of payment of royalties by the Licensee for any monthly period, and if in the opinion of the Licensor the financial responsibility of the Licensee so warrants, the Licensor shall forthwith at its option and without in any way prejudicing or relinquishing any rights granted to it hereunder, have the right to thenceforth require payment of accruing or accrued royalties from the Licensee by way of transfer or assignment to said Licensor of such portion of the sales price of radio receiving sets payable to the Licensee as may be necessary to satisfy the royalty in respect to such sales or accrued royalties previously owing to the Licensor, or, in the alternative, the Licensor may require payment by the Licensee daily or weekly, as it may desire, of royalties with respect to radio receiving sets licensed under this agreement

Section 8.

In order to insure to the Licensor the full royalty payments contemplated hereunder, the Licensee covenants that, in the event that any radio receiving set licensed hereunder shall be sold directly or indirectly either (1) to a corporation, firm or association which, or individual or group who, shall directly or indirectly

control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (2) to a corporation, firm or association which the Licensee or stockholders of the Licensee, or any company controlled by the Licensee shall directly or indirectly control by stock ownership, exclusive sales or supply contract, or otherwise, or (3) to a corporation, firm or association controlled directly or indirectly by stock ownership, exclusive sales or supply contract, or otherwise by any corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (4) to a corporation, firm or association which, or individual or group who, shall be so affiliated, by any means whatsoever, with the Licensee as to impair, discourage or prevent arm's length dealings between such corporation, firm, association, individual or group and the Licensee, the royalties to be paid hereunder in respect of such radio receiving sets shall, at the option of the Licensor, be based upon the invoice price at which the last of such purchasers resells said apparatus, rather than upon the invoice price of the Licensee.

ARTICLE IV.

Records and Reports.

Section 1.

The Licensee shall keep full, true and accurate books of account and records of all radio receiving sets manufactured and/or sold under the license granted by this agreement, in sufficient detail to enable the Licensor to ascertain what royalties are due hereunder. The said books of account and records shall particularly show the number and types of sets made and sold by the Licensee and the Licensee's invoice price thereon for each type or model (before cash discounts, freight, royalty, advertising allowances or similar deductions have been made).

The said books of account and records, including information or particulars concerning cost of materials and manufacturing data, shall be open to the inspection of the Licensor or its duly authorized representative at all reasonable times in order to substantiate proper compliance with the provisions of this agreement.

The Licensee shall allow such investigations generally of its radio receiving set business by the Licensor or its duly authorized representative and upon request shall furnish the Licensor with such information as may be necessary to determine the accuracy of all statements required by this license to be furnished to the Licensor and to verify the Licensee's compliance with the terms and conditions of this license agreement.

Section 2.

The Licensee shall simultaneously with the payment of royalties as prescribed in Article Three, Section Six, being twenty (20) days after and as of the first (1st) day of each month during the term of this license, furnish to the Licensor a royalty report in the form prescribed by the Licensor, specifying as to each model or type

of radio receiving set sold by the Licensee during the preceding month or that part of the preceding month during which this license shall have been in force,

(a) The Licensee's model number or type designation.

(b) The Licensee's brand or trade name.

(c) The total number sold during the preceding month.

(d) The Licensee's selling or invoice price before any deductions.

(e) The nature of any deductions made.

(f) The cost ratio referred to in Article Three, Section Two, expressed in percentage.

(g) Minimum invoice price for royalty purposes as provided in Article Three, Section Three hereof.

(h) The amounts of royalties payable thereon as provided in Article Three hereof.

(i) And in general setting out all sales of radio receiving sets and the computation of all amounts of royalties payable thereon in accordance with the provisions of this agreement.

A similar statement shall be rendered within twenty (20) days after end as of the date of the termination of this license covering the period from the end of the preceding month to the date of the termination of this agreement. The first royalty payment and accompanying report shall be due on, , and shall cover the month commencing

Section 2.

The Licensee agrees not to disclose to a competitor of the Licensor any confidential information relating to the Licensor's business obtained by the Licensee by reason of this agreement except when combined statistically with corresponding information obtained from other Licensees in such manner as to conceal such information, and except as it may be necessary to disclose the information in connection with any arbitration or litigation.

ARTICLE V.

Section 1. Compliance with Canadian Patent Act.

The Licensee shall manufacture the radio receiving sets licensed under this agreement to the fullest possible extent within the Dominion of Canada, that the reasonable requirements of the Canadian public for the licensed [illegible] Canada may be adequately met on reasonable terms and to such extent as shall employ good material and workmanship and shall conduct its business in such manner as to maintain a good reputation for such radio receiving sets. Generally the Licensee shall manufacture said licensed radio receiving sets to fully comply with the provisions of the Patent Act of the Dominion

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In no event whatsoever, without the written consent of the Licensor, shall the Licensee import or cause to be imported directly or indirectly into the Dominion of Canada radio receiving sets as herein defined, radio receiving set chassess, partially assembled radio receiving set chassess or assembled portions thereof. The aforesaid permission will not be unduly withheld provided said importation is deemed necessary or expedient by the Licensor, and further provided that in the opinion of the Licensor such importation does not constitute failure to fulfill the requirements of the Patent Act of the Dominion of Canada with respect of any of the patents scheduled in this agreement.

ARTICLE VI.

Patent Marking and Trade Marks.

Section 1.

The Licensee shall affix in a conspicuous place on all radio receiving sets manufactured and or sold by the Licensee under the terms of this agreement, a wear notice bearing the corporate or trade name of the Licensee, with the inscription namely

"Licensed by Canadian Radio Patent Limited only for the non-commercial reception of public radio telephone broadcasting; Patented 1921-22-23, etc.", or such patent marking as otherwise may be required under the provisions of the Patent Act of the Dominion of Canada.

Section 2.

The Licensee agrees to mark on all radio receiving sets sold by it under this license, the word or words , or such other trade mark, trade name, brand name or identification insignia as the Licensee shall from time to time have given notice hereunder to the Licensor that the Licensee has adopted, said means of identification being the property of the Licensee and duly registered as such in the Patent Office of the Dominion of Canada. Such trade mark, trade or brand name or identification, insignia shall, if feasible, be etched, stamped or in some other permanent form affixed in a conspicuous place upon every such radio receiving set and any radio receiving set not bearing such identification, name or trade mark is not licensed hereunder.

Section 3.

All said marks, inscriptions or identification insignia required herein shall be of a prominent, fixed and permanent character and displayed in such manner that distributors, jobbers, dealers and retail purchasers or users may see and recognize the same at the time of purchase and sale and the Licensee's catalogues, circulars and price lists referring to said radio receiving sets shall also contain the same means of identification.

The Licensee further agrees to include in any and all such catalogues, circulars or price lists of the Licensee, advertising said licensed radio receiving sets, the

statement, "Licensed under patents of Canadian Radio Patent Limited." The Licensee will also observe any reasonable requirements which the Licensor by notice in writing to the Licensee may impose for the purpose of preventing the use of said radio receiving sets otherwise than in accordance with the license hereby granted.

ARTICLE VII.

VALIDITY OF PATENTS—LITIGATION.

SECTION 1.

The Licensee shall not by act or omission impair the validity of any letters patent, the subject of or included under the license of this indenture. Should any of such letters patent be revoked, repealed or declared void by reason of any act or omission of the Licensee, the life of the letters patent in question shall nevertheless as against the Licensee be deemed to continue for all the purposes of this indenture.

The admission of validity implied in the acceptance of the license hereunder is limited to the scope, field, and period for which such license is granted, or agreed to be granted.

SECTION 2.

The Licensee agrees that it will bring and diligently prosecute such suits for infringement of the various patents under which licenses are hereby granted, as may in its judgment be reasonably necessary and prudent for enforcing said patents and preventing unlicensed competition in the field of this license.

SECTION 3.

The Licensee agrees that it will co-operate with the Licensor in said enforcement of patents and prevention of unlicensed competition in said patented radio receiving sets and parts, including the furnishing of statistical and technical information and other facts relating to such enforcement and prevention policy, provided that such co-operation shall be at the cost of the Licensee and shall not unreasonably interfere with any of the operations of the Licensee.

ARTICLE VIII.

RELEASES.

The Licensor hereby releases the Licensee, its agents and vendees from all or any claims arising out of any past infringement of any of the letters patent of the Dominion of Canada set forth in Schedule B hereto which may have taken place prior to the date of this agreement to the extent that the act or acts constituting such infringement would have been licensed had this agreement been in force at the time of the occurrence of such act or acts.

ARTICLE IX.

Notices.

Until written notice of change of address is given by either party to the other by registered letter properly addressed, any notice or request with reference to the subject matter of this agreement shall be deemed to have been sufficiently given when, if given to the Licensor, it shall be addressed to Canadian Radio Patents Limited at its office at 139 Bay Street, Toronto, and when, if given to the Licensee, it shall be addressed to , and in either case sent by prepaid registered mail.

ARTICLE X.

Term and Termination.

Section 1.

This license shall be effective as of , 1938, and unless sooner terminated as herein provided, shall continue in force until December 31st, 1944, at which time it shall expire provided, however, with respect to patents set forth in Schedules A and B hereto owned or controlled by the Licensor on December 31st, 1944, said license shall continue in force until the end of the terms of said scheduled patents with respect to radio receiving sets which on December 31st, 1944, have been manufactured or are in process of manufacture or for which firm orders have been received prior to December 31st, 1944, and on which royalty has been paid within twenty (20) days after the termination of this license.

Section 2.

In the event of failure of the Licensee at any time during the continuance of this agreement to render any of the statements called for herein upon any of the prescribed dates or to pay all of the royalties required hereunder when due or in the event at the end of any twelve (12) months' period ending December 31st of any year the royalty payments accruing to the Licensor hereunder are less than Ten Thousand Dollars ($10,000.00) for said twelve (12) months' period and the Licensee has not voluntarily paid to the Licensor an additional sum of money equal to the difference between the accrued royalties for said twelve (12) months' period and Ten Thousand Dollars ($10,000.00) or upon failure of the Licensee to comply with any of the other obligations of this agreement, the Licensor may, at its option and without prejudice to any of its other legal and equitable rights and remedies under this agreement, by ten (10) days' notice in writing particularly specifying the breach or failure of the Licensee, terminate the license herein granted and all rights of the Licensee hereunder unless such breach or failure has been rectified within the said period of ten (10) days.

Should the Licensee at any time make an authorized assignment for the benefit of its creditors or voluntarily or involuntarily be declared a bankrupt or be wound up or if a receiver or liquidator shall be appointed to administer its affairs, this Agreement shall automatically and without notice become cancelled and termin-

ated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee or liquidator is appointed.

The deposit in the Post Office at Toronto of a registered postpaid envelope addressed to the last known place of business of the Licensee containing any notice provided for in this clause shall constitute due and sufficient service or delivery of such notice as of the date of such deposit.

No cancellation or termination of this license shall affect any of the other legal and equitable rights and remedies of the Licensor under this agreement nor shall any such cancellation or termination release the Licensee from any liability accruing to the Licensor hereunder prior to the time such cancellation or termination became effective. No failure on the part of the Licensor to exercise its rights of cancellation hereunder for any one or more defaults shall be construed to prejudice the rights of cancellation for any subsequent default.

Clause 3.

The license agreement relating to radio receiving sets between the parties hereto or their predecessors in title, dated the day of A.D. 1930, together with subsequent modifications thereto shall be cancelled and terminated as of the day of , 1938, and the Licensee is hereby relieved of all obligations accruing thereunder after the said date except the payment of royalties accruing up to the said 1938, which accrued payment of royalties shall be deemed an obligation under this indenture, and the rights and obligations of the parties hereto with reference to radio receiving sets sold from and after said date shall be those specified in this agreement.

ARTICLE XI.

Assignment or Assets.

Clause 1.

Neither this agreement nor any of its benefits shall be directly or indirectly assigned, transferred, divided or shared by the Licensee with any person, firm or corporation whatsoever without the written consent of the Licensor.

Clause 2.

This agreement and the license hereby granted shall terminate unless otherwise agreed in writing by the Licensor, upon any attempt by the Licensee to assign the same or upon the acquisition directly or indirectly of a controlling interest by stock ownership or otherwise in the Licensee by any other corporation, firm or person not holding a license for radio receiving sets from the Licensor or upon the acquisition directly or indirectly by the Licensee of a controlling interest by stock ownership or otherwise in any other corporation, firm or business engaged in the manufacture and/or sale of radio receiving sets not holding a like license from the Licensor, which acquisition by the Licensee, in the opinion of the Licensor, constitutes a sublicensing or sharing of the benefits of this agreement.

For the purpose of verifying compliance with the provisions of this Section the Licensee agrees to permit the authorized representatives of the Licensor to examine the share or stock register books of the Licensee at any time within business hours, upon reasonable notice.

This license agreement shall enure to the benefit of the successors and assigns of the Licensor but shall not enure to the benefit of the successors and assigns or any legal representatives of the Licensee without the written consent of the Licensor.

ARTICLE XII.

FURTHER ASSURANCES.

The parties hereto hereby agree to execute and deliver with reasonable promptness such further instruments and perform all such acts as may be reasonably necessary for carrying out the provisions and purposes of this agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized, and their corporate seals to be hereto affixed, as of the day and year first above written.

Witness: **CANADIAN RADIO PATENTS LIMITED.**

.....
President.

.....
Secretary.

Witness:

.....
President.

.....
Secretary.

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SCHEDULE "A"

Patent No.	Inventor	Issue Date
241,138	Rice	June 24, 1921
268,583	Alexanderson	Feb. 15, 1921
244,847	Langmuir	Nov. 25, 1924 (now expired)
220,741	Hull	July 11, 1922
214,484	White	Nov. 28, 1921
198,076	Langmuir	Mar. 9, 1920
263,982	Rice & Kellogg	Aug. 31, 1926
196,145	Langmuir	Jan. 13, 1920 (now expired)
208,777	Mathes	Mar. 22, 1921
213,999	Arnold	Oct. 25, 1921
174,680	Hartley	Jan. 24, 1917 (now expired)
183,276	Nichols	Mar. 26, 1918 (now expired)
183,275	Mathes	Mar. 26, 1918 (now expired)
218,087	Arnold	April 25, 1922
208,882	Scriven	Feb. 22, 1921
188,389	Heising	Jan. 21, 1919 (now expired)
216,321	Armstrong	Mar. 7, 1922
179,703	Round	Oct. 9, 1917 (now expired)
187,780	Franklin	Dec. 5, 1917 (now expired)
159,794	DeForest	Dec. 29, 1914 (now expired)
169,332	DeForest	May 9, 1916 (now expired)
218,235	DeForest	May 2, 1922
174,361	DeForest	Jan. 9, 1917 (now expired)
218,488	DeForest	May 9, 1922
218,238	Logwood	May 2, 1922
218,242	DeForest	May 2, 1922
218,473	DeForest	May 9, 1922
181,809	DeForest	Aug. 8, 1916 (now expired)
251,965	Cardwell	July 31, 1923

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SCHEDULE "B"

Patent No.	Inventor	Issue Date
209,618	DeForest	March 22, 1921
209,619	DeForest	March 22, 1921
218,882	DeForest	May 23, 1922
244,581	DeForest	November 18, 1924
218,236	DeForest	May 2, 1922
218,237	DeForest	May 2, 1922
208,841	Alexanderson	February 22, 1921
209,308	Alexanderson	March 8, 1921
212,366	Langmuir	July 5, 1921
[illegible]517	Carlson	July 29, 1930
198,803	Langmuir	March 30, 1920
[illegible]839	White	February 22, 1921
208,846	Alexanderson	February 22, 1921
[illegible]517	Hull	March 15, 1921
209,518	Hull	March 15, 1921
223,528	Hull	September 12, 1922
[illegible]495	Carlson	September 8, 1925
286,847	Carlson	January 21, 1930
[illegible]765	Carlson et al	October 14, 1930
[illegible]836	Langmuir	February 22, 1921
218,281	Armstrong	May 2, 1922
216,322	Armstrong	March 7, 1922
[illegible]977	Hogan	March 13, 1923
[illegible]743	Beers	October 2, 1928
286,514	Beers	December 7, 1926
268,561	Beers	February 22, 1927
[illegible]647	Landon	November 22, 1927
[illegible]714	Beers	August 7, 1928
[illegible]742	Beers	October 2, 1928
[illegible]632	Bolsley	January 14, 1930
[illegible]497	Brown	June 24, 1930
[illegible]337	Beers	October 7, 1930
226,902	Kendall	December 5, 1922
237,840	Levy	February 12, 1924
203,986	Colpitts	September 14, 1920

Patent No.	Inventor	Issue Date
[illegible]	[illegible]	November 6, 1923
288,713	Whittle et al	March 25, 1930
[illegible]865,342	Wright	December 4, 1928

251,654	Logwood	July 14, 1925
256,791	Clark	December 22, 1925
256,793	Weinberger	December 22, 1925
258,413	Lacault	February 23, 1926
258,839	Goldsmith	March 9, 1926
266,368	Kroger	December 7, 1926
271,243	Weinberger	May 31, 1927
276,694	Churchman	December 27, 1927
[illegible]	Batsell	February 7, 1928
287,050	Van Dyck	February 5, 1929
289,013	Beane et al	April 23, 1929
295,395	Weinberger	December 3, 1929
298,694	Goldsmith et al	March 25, 1930
301,927	Goldsmith et al	July 8, 1930
301,930	Moulton	July 8, 1930
305,496	Ballantine et al	November 4, 1930
308,562	Posthumus	February 10, 1931
309,734	Roberts	March 24, 1931
311,563	Roberts	May 19, 1931
313,101	Ballantine	July 7, 1931
314,045	Roberts	August 4, 1931
314,633	Posthumus	August 25, 1931
319,519	Holst et al	February 2, 1932
316,387	Braden	October 20, 1931
320,871	Peterson	March 22, 1932
324,379	Dickey	July 19, 1932
325,011	Braden	August 9, 1932
325,181	Roberts	August 16, 1932
326,620	Hollerith	October 4, 1932
326,972	Van Dyck et al	Oct. [illegible]

Patent No.	Inventor	Issue Date
327,116	Bol et al	Oct. 25, 1932
327,121	Boers	Oct. 25, 1932
329,878	Hull	Jan. 24, 1933
329,871	Hull	Jan. 31, 1933
330,774	Oesterhuis et al	Mar. 7, 1933
332,706	Bol et al	May 23, 1933
332,926	Roberts	May 30, 1933
332,927	Miessner	May 30, 1933
335,277	Roberts	Aug. 29, 1933
339,080	Roberts	Jan. 30, 1934
339,436	Miessner	Feb. 13, 1934
343,608	Hull	July 31, 1934
344,276	Black	Aug. 28, 1934
348,342	Ballantine	Feb. 19, 1935
349,792	Franke	Apr. 23, 1935
303,580	Thompson	Sept. 2, 1930
320,413	Roberts	Mar. 8, 1932
325,013	Roberts	Aug. 9, 1932
331,516	Dykesterhuis	Apr. 4, 1933
332,713	Carlson	May 23, 1933
337,171	Miessner	Nov. 14, 1933
338,038	Miessner	Dec. 19, 1933
338,039	Miessner	Dec. 19, 1933
345,400	Black	Oct. 16, 1934
348,343	Ballantine	Feb. 19, 1935
348,507	Ballantine	Feb. 26, 1935
348,508	Goldsmith	Feb. 26, 1935
348,696	Posthumus et al	Mar. 5, 1935
348,697	Posthumus et al	Mar. 5, 1935
350,751	Posthumus et al	June 4, 1935
350,919	Posthumus et al	June 11, 1935
351,715	Carlson	July 16, 1935
352,677	Farnham	Aug. 27, 1935
352,679	Posthumus	Aug. 27, 1935
352,808	Grimes	Sept. 3, 1935
352,947	Barton	Sept. 10, 1935
353,108	Roberts	Sept. 17, 1935

Patent No.	Inventor	Issue Date
353,234	Roberts	Sept. 24, 1935
353,236	Black	Sept. 24, 1935
354,126	Hull	Nov. 12, 1935
354,127	Van der Pol et al	Nov. 12, 1935
356,033	Grimes	Feb. 18, 1936
359,280	Barton	July 21, 1936
360,864	Grimes et al	Sept. 22, 1936
360,813	Kruesser	Sept. 29, 1936
361,108	Snow	Oct. 13, 1936
361,109	Barden	Oct. 13, 1936
361,289	Mathes	Oct. 20, 1936
361,284	Barden	Oct. 27, 1936

282,388	Harrison	Aug. 4, 1925
287,893	Nicolson	Jan. 26, 1926
294,621	White	Nov. 6, 1928
288,711	Harrison	April 9, 1929
294,817	Thurlas	Nov. 12, 1929
316,174	Giles	Oct. 13, 1931
324,865	Wegel	Aug. 2, 1932
325,125	Bostwick	Aug. 22, 1933
248,306	Thomas	Mar. 31, 1925
267,696	Mallory	Jan. 18, 1927
272,494	Slepian et al	July 19, 1927
301,420	High	June 24, 1930
301,422	High	June 24, 1930
321,034	High et al	Mar. 29, 1932
324,271	High	July 18, 1932
329,908	Carlisle et al	Jan. 31, 1933
340,212	High	Mar. 28, 1934
341,451	Hoxie	July 3, 1934
343,953	Kellogg	Aug. 21, 1934
343,961	Kellogg	Aug. 21, 1934
350,932	Zimmerman	Oct. 3, 1934
348,[illegible]	Kellogg	Dec. 11, 1934

Patent No.	Inventor	Issue Date	
289,303	Gordon	April 15, 1930	
329,908	Carlisle	Jan. 31, 1933	
253,963	Round	Sept. 2, 1925	1,549.
263,022	Round	July 27, 1926	
270,553	Round	May 10, 1927	
293,330	Round et al	Sept. 24, 1929	
302,269	Linsell	July 22, 1930	
218,469	DeForest	May 9, 1922	1,417
218,471	DeForest	May 9, 1922	
276,293	Ringell et al	Dec. 13, 1927	
276,295	Minton	Dec. 13, 1927	
257,075	Wegel	Jan. 5, 1926	
259,441	Heising	Mar. 30, 1926	
297,240	Wente	Feb. 12, 1929	
293,032	Smythe et al	Sept. 10, 1929	
300,629	Schlenker	May 27, 1930	
321,497	Thuras	April 12, 1932	
325,033	Schlenker	Aug. 9, 1932	
327,515	Flanders et al	Nov. 8, 1932	
341,165	Kalin	Sept. 4, 1934	
266,017	Hanna	Dec. 7, 1926	1,608
272,157	Conrad	July 5, 1927	
280,783	Gehlein et al	June 25, 1929	
301,421	Hanna	June 24, 1930	
315,170	High	Oct. 28, 1930	
323,961	Slepian	July 5, 1932	
324,710	Hanna	Aug. 2, 1932	
335,125	Stuart	Aug. 29, 1933	
190,216	[illegible]	Mar. 30, 1941	
268,783	[illegible]	Mar. 9, 1926	
283,960	[illegible] et al	Aug. 31, 1926	1,597
285,509	Hibbard	Nov. 2, 1926	
294,269	Rice	Oct. 30, 1929	
298,631	[illegible]	Mar. 25, 1930	
248,393		Mar. 31, 1925	
261,154	Round	May 25, 1926	1,618
270,532	Round et al	May 10, 1927	

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Patent No.	Inventor	Issue Date
273,007	McLachlan	Aug. 9, 1927
298,642	Round	Mar. 25, 1930
323,254	Round	June 14, 1932
218,470	DeForest	May 9, 1922
252,165	Herdman	July 28, 1925
276,294	Minton	Dec 13, 1927
276,681	Shapiro	Dec 27, 1927
292,812	Minton	Sept 3, 1929
309,127	Minton et al	April 30, 1929
316,784	Ringel	Nov. 3, 1931
316,785	Ringel	Nov 3, 1931
326,598	Wolff	Oct 1, 1932
332,711	Wolff	May 23, 1933
336,482	Wolff et al	Oct 17, 1933
341,979	Quinby	May 29, 1934
347,361	High	Jan 15, 1935
298,841	Hunt	April 1, 1930
273,707	Minton et al	Sept 6, 1927
293,693	Brajnes et al	Oct 1, 1929
302,353	Vermeulen et al	July 22, 1930
307,945	Larsen	Jan 20, 1931
308,738	Vermeulen	Feb 17, 1931
322,340	Tyrrell	May 10, 1932
322,912	Vermeulen et al	May 31, 1932
323,[illegible]	Mulder	June 14, 1932
321,81[illegible]	Williams	Aug. 2, 1932
326,9[illegible]	Zwikker	Oct. 18, 1932
331,1	Van Urk et al	Mar. 21, 1933
332,709	Bartelink	May 23, 1933
332,712	Holst	May 23, 1933
339,704	Dijksterhuis	Feb. 27, 1934
316,785	Ringel	Nov. 3, 1931
322,325	Wolff	May 10, 1932
332,706	Goldsmith et al	May 23, 1933
336,481	Weinberger et al	Oct. 17, 1933
337,934	Ringel	Nov. 28, 1933
347,390	Ballantine	Jan. 8, 1935

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Patent No.	Inventor	Issue Date
356,987	Creager	July 7, 1936
352,676	Dijksterhuis	Aug 27, 1935
293,183	De Jongh	Sept. 17, 1929
298,695	Vermeulen	Mar 25, 1930
307,205	Vermeulen et al	Dec. 30, 1930
308,560	Holst et al	Feb. 10, 1931
308,897	Holst et al	Feb 24, 1931
322,711	Holst et al	May 26, 1932
322,913	Holst et al	May 31, 1932
324,804	Urk et al	Aug 2, 1932
326,783	Filippo	Oct 11, 1932
326,970	Zwikker	Oct 18 1932
332,707	Van Lis	May 23, 1933
332,710	Van Urk	May 23, 1933
339,269	Vermeulen et al	Feb 6, 1934
341,980	Van Urk	May 29, 1934

218,985	Dubilier	May 23, 1922
232,135	Brigham	June 19, 1923
233,360	Brigham	Aug 17, 1923
256,910	Dubilier	Jan 5, 1926
264,638	Van Deventer	Sept 28, 1926
266,337	Nyman	Nov 13, 1926
267,406	Dubilier	Jan 11 1927
267,408	Dubilier	Jan 11, 1927
267,410	Edenburg	Jan 11, 1927
267,450	Nyman	Jan 11, 1927
340,611	Vawter	Jan. 3, 1924
248,110	Conrady	Mar. 31, 1925
252,942	Houck	Aug 25, 1925
275,307	Grier	Nov. 13, 1927
275,698	Houck	Nov. 22, 1927
276,124	Dubilier	Dec. 6, 1927
277,615	Andrewes	Feb. 7, 1928
283,382	Warren	Sept. 24, 1929

Patent No.	Inventor	Date
288,926	Dubilier	[illegible] 1919
294,573	Dubilier	Apr. 1, 1920
296,068	Dubilier	Oct. 10, 1922
331,531	Dubilier	Nov. 14, 1922
231,532	Dubilier	June 5, 1923
238,091	Vawter	June 5, 1923
249,379	Dubilier	Feb. 26, 1924
251,997	Dubilier	May 5, 1925
256,911	Dubilier	July 21, 1925
256,929	Houck	Jan. 5, 1926
258,904	Dubilier	Jan 5, 1926
258,905	Dubilier	Mar 16, 1926
260,814	Dubilier	Mar 16, 1926
260,815	Dubilier	May 18, 1926
260,877	Vawter	May 18, 1926
262,008	Horton	May 18, 1926
262,457	Dubilier	June 22, 1926
265,307	Van Deventer	July 6, 1926
266,816	Dubilier	Oct 26, 1926
266,894	Van Deventer	Dec 21, 1926
266,898	Vawter	Dec 21, 1926
267,407	Dubilier	Dec 21, 1926
267,507	Dubilier	Jan 11, 1927
276,125	Dubilier	Jan 11, 1927
276,126	Dubilier	Dec 6, 1927
277,423	Dubilier	Dec 6 1927
277,572	Dubilier	Jan 24, 1928
283,506	Weiss	Jan 31, 1928
283,790	Fried	Sept 25, 1928
283,791	Nyman	Oct. 2, 1928
283,792	Katzman	Oct 2, 1928
283,847	Dubilier	Oct. 2, 1928
283,848	Dubilier	Oct 9, 1928
284,284	Heiny	Oct 9, 1928
286,717	Kevelson	Oct. 23, 1928
286,718	Nyman	Jan. 22, 1929
286,719	Ellenberg	Jan. 22, 1929
		Jan. 22, 1929

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Patent No.	Inventor	Issue Date
286,720	Edenburg	Jan. 22, 1929
286,722	Heinle	Jan. 22, 1929
286,723	Heinle	Jan. 22, 1929
286,724	Fried	Jan. 22, 1929
287,369	Nyman	Feb. 19, 1929
287,370	Dubilier	Feb. 19, 1929
287,371	Edenburg	Feb. 19, 1929
287,531	Fried	Feb. 26, 1929
287,532	Nyman	Feb. 26, 1929
287,533	Dubilier	Feb. 26, 1929
287,534	Dubilier	Feb. 26, 1929
287,742	Dubilier	Mar. 5, 1929
287,743	Nyman	Mar. 5, 1929
287,744	Weiss	Mar. 5, 1929
288,691	Mountford	April 9, 1929
288,692	Menut	April 9, 1929
289,331	Dubilier	April 13, 1929
292,369	Nyman	Aug. 20, 1929
293,383	Dubilier	Sept. 24, 1929
294,555	Nyman	Nov. 5, 1929
294,556	Dubilier	Nov. 5, 1929
294,557	Dubilier	Nov. 5, 1929
294,558	Dubilier	Nov. 5, 1929
294,559	Dubilier	Nov. 5, 1929
294,561	Dubilier	Nov. 5, 1929
294,562	Fried	Nov. 5, 1929
294,563	Weiss	Nov. 5, 1929
299,261	Nyman	April 15, 1930
360,814	Dubilier	Sept. 28, 1938
256,912	Dubilier	Jan. 5, 1926
266,856	Nyman	Dec. 21, 1926
273,708	Atill	Sept. 6, 1927
273,709	Van Deventer	Sept. 6, 1927
274,231	Dubilier	Oct. 4, 1927
275,505	Van Deventer	Nov. 15, 1927
275,506	Werner	Nov. 15, 1927
276,123	Dubilier	Dec. 6, 1927

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Patent No.	Inventor	Issue Date
279,321	Dubilier	April 10, 1928
284,560	Dubilier	Nov. 3, 1929
321,914	Nyman	April 28, 1932
322,326	[illegible]	May 10, 1932
230,088	[illegible]ford	April 3, 1923
254,640	Chamberlain	October 12, 1925
271,985	Newman	June 26, 1927
255,552	Chamberlain	November 17, 1925
347,241	Aceves	January 1, 1935
290,946	Bast	June 11, 1929
197,782	Rice	Mar. 2, 1920
201,451	White	June 29, 1920
202,095	Rice	July 20, 1920
202,270	White	July 27, 1920
202,293	Hull	July 27, 1920
202,798	White	Aug. 10, 1920
205,941	Hull	Nov. 23, 1920
209,312	Goldsmith	Mar. 8, 1921
209,514	Langmuir	Mar. 15, 1921
214,467	Hull	Nov. 29, 1921
220,732	Dunham	July 11, 1922
223,519	Bradbury	Sept. 12, 1922
223,520	Bradbury	Sept. 12, 1922
223,542	Alexanderson	Sept. 12, 1922
223,144	Becker	Feb. 27, 1923
223,456	Langmuir	Mar. 6, 1923
235,433	Hull	Nov. 6, 1923
244,940	Prince	Dec. 2, 1924
256,780	Warner	Dec. 29, 1925
262,976	Warner	July 27, 1926
281,106	Barton	June 19, 1928

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Patent No.	Inventor	Issue Date
281,107	Kellogg	June 19, 1928
282,311	Barton	Aug. 7, 1928
282,312	Barton	Aug. 7, 1928
286,527	Kendal	Dec. 10, 1929
286,587	Bierwerth	Jan. 7, 193[illegible]
286,947	Carlson	Jan. 21, 1930
287,801	Burrill	Feb. 18, 1930
288,835	Thompson	Apr. 1, 1930
289,535	Kendal	Apr. 22, 1930
289,538	Bradbury	Apr. 22, 1930
289,539	Bradbury	Apr. 22, 1930
289,540	Thompson	Apr. 22, 1930
289,722	Kendal	Apr. 29, 1930
300,128	Carlson	May 13, 1930
302,517	Carlson	July 29, 1930
304,763	Kinman	Oct. 14, 1930
304,765	Allen et al	Oct. 14, 1930
305,152	Kellogg	Oct. 22, 1930
305,417	Brown	Nov. 4, 1930
305,855	Byrnes	Nov. 18, 1930
305,856	Taylor	Nov. 18, 1930
305,538	Cornell	Dec. 9, 1930
306,946	Bradbury	Dec. 23, 1930
306,951	Thompson	Dec. 23, 1930
307,380	Alexanderson	Jan. 6, 1931
309,685	Austin	Mar. 17, 1931
311,485	Carlson et al	May 19, 1931
311,486	Carlson et al	May 19, 1931
311,902	Bedford	June 2, 1931
313,962	Bradbury	Aug. 4, 1931
317,220	Kellogg	Nov. 17, 1931
320,773	Amsden	Mar. 22, 1932
323,877	Carlson	July 5, 1932
324,098	Carter	July 12, 1932
331,273	Carlson	Mar. 28, 1933
337,307	Carlson	Nov. 21, 1933
340,012	Allen	Mar. 13, 1934

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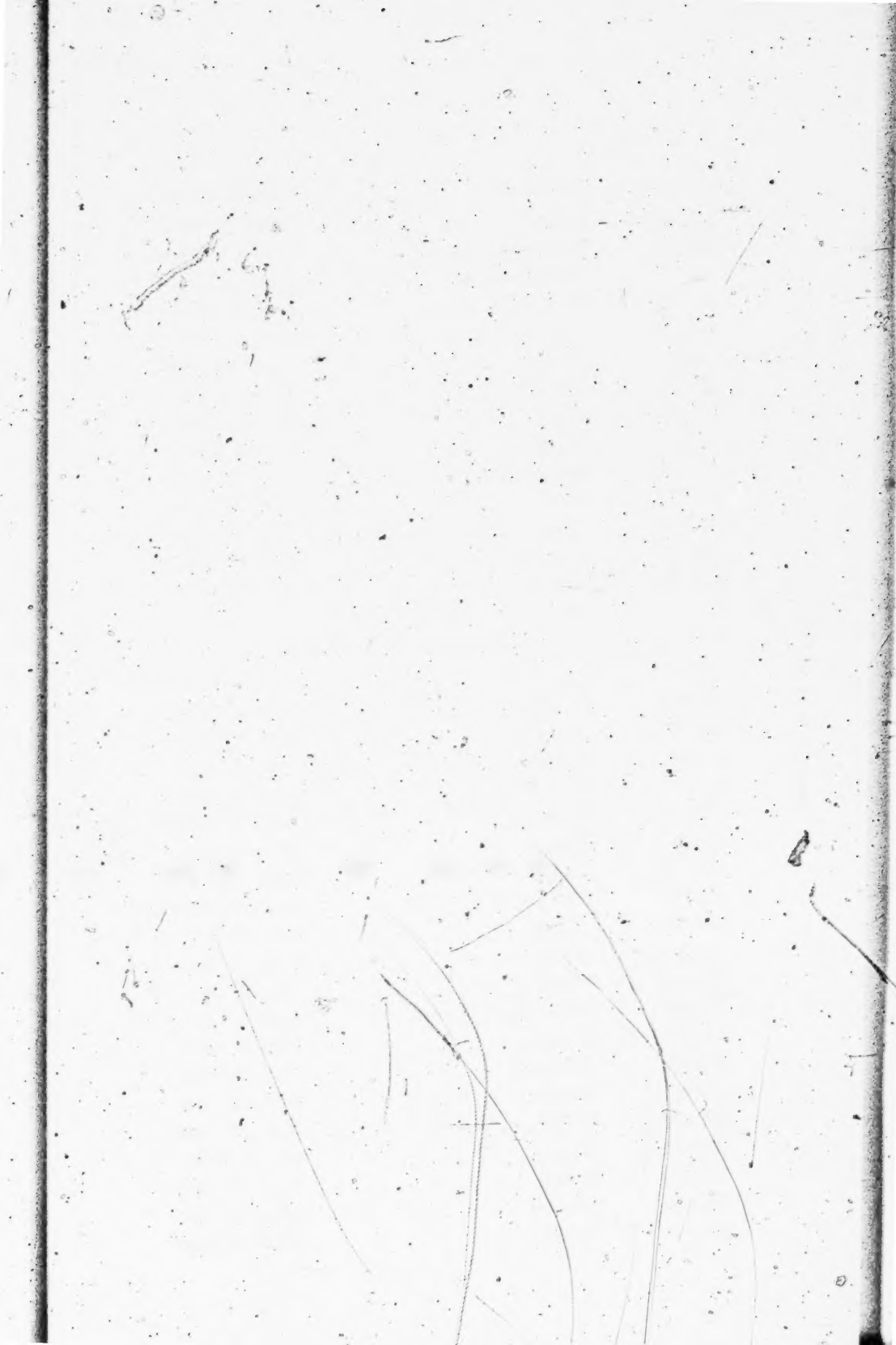
Patent No.	Inventor	Issue Date
1,955,994	Baker	April 17, 1934
1,967,128	Robinson	July 17, 1934
1,967,135	Carlson et al	July 17, 1934
1,978,633	Becker	Oct. 30, 1934
1,987,161	Cornell	Jan. 1, 1935
1,998,088	Whelan	April 16, 1935
2,004,982	Gardiner	June 11, 1935
2,015,230	Laxton	Oct. 1, 1935
2,019,923	Carlson	Nov. 5, 1935
2,034,764	Simmonds	Mar. 24, 1936
2,061,813	Lord	Nov. 17, 1936
2,062,549	Newton	Dec. 15, 1936
2,068,477	Warner	Jan. 19, 1937
2,087,703	Becker	Aug. 3, 1937

209,604	Brillouin	Mar. 22, 1921
213,185	Wright	Aug. 30, 1921
216,500	Round	Mar. 7, 1922
216,501	Round	Mar. 7, 1922
216,502	Round	Mar. 7, 1922
226,182	Round	Dec. 4, 1923
243,180	Round & Willans	Sept. 23, 1924
258,294	Willans & Stanley	Feb. 23, 1926
268,256	Clough	Feb. 8, 1927
268,280	Round	Feb. 8, 1927
273,036	Willans	Aug. 9, 1927
273,037	Franklin & Green	Aug. 9, 1927
285,342	Wright	Dec. 4, 1928
285,551	Willans	Dec. 11, 1928
285,903	Round	Dec. 25, 1928
289,024	Wright & Smith	Mar. 19, 1929
296,391	Green	Jan. 7, 1930
304,181	Green	Sept. 23, 1930
310,690	Round	Mar. 24, 1931
317,226	Barrow	Nov. 17, 1931



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Patent No.	Inventor	Issue Date
324,318	Round	July 1[illegible], 1885
324,959	Round & Turner	Aug. 2, 1885
329,681	Mathieu & Isted	Jan. 3, 1886
330,172	Piebanski	Feb. 14, 1886
332,000	Keall	April 20, 1886
332,297	Mathieu	May 2, 1886
335,089	Green	Aug. 22, 1886
336,279	Argyle	Oct. 16, 1886
336,280	Hodgson	Oct. 16, 1886
337,678	Turner	Nov. 23, 1886
339,351	Kemp & Kemp	Feb. 13, 1894
345,171	Watts	Oct. 9, 1894
345,350	Rust & O'Neill	Oct. 16, 1894
345,816	Hinton	Nov. 6, 1894
347,525	Rust	Jan. 15, 1895
351,160	Linsell	June 28, 1895
352,161	Stokes	Aug. 6, 1895
352,765	Rust	Sept. 3, 1895
353,778	Linsell	Oct. 29, 1895
358,753	Linsell	Feb. 4, 1896
358,754	Linsell	Feb. 4, 1896
362,752	Rust & O'Neill	Dec. 22, 1896
366,658	Rust	Mar. 17, 1896
366,804	Keall	June 15, 1897
366,805	Wright & Rust	June 15, 1897
370,955	Piebanski	Jan. 4, 1898

255,965	Falkner	December 1, 1925
272,198	Marsteller	July 5, 1927
286,630	Jarvis	January 14, 1930
301,424	Brindley	June 24, 1930
301,[illegible]	Landon	July 8, 1930
301,965	Landon	July 8, 1930
302,982	Landon	August 12, 1930
304,598	Landon	October 7, 1930

Patent No.	Inventor	Issue Date
305,881	Roth	November 18, 1930
306,288	Chubb	December 2, 1930
306,958	Beers	December 23, 1930
316,509	Landon	October 27, 1931
321,632	Landon	April 19, 1932
321,846	Beers	April 26, 1932
322,484	Saterem	May 17, 1932
324,744	Landon	August 2, 1932
326,155	Landon	September 20, 1932
326,343	Forbes	September 27, 1932
326,524	Beers	October 4, 1932
327,439	Beers	November 8, 1932
327,440	Bartin	November 8, 1932
329,569	Kerrigan	January 24, 1933
331,840	Koch	April 18, 1933
331,842	Lapurt	April 18, 1933
222,287	Slepian	Aug. 13, 1922
227,540	Armstrong	Jan. 2, 1923
231,864	Phillippi	June 12, 1923
237,436	Slepian	Jan. 29, 1924
237,437	Slepian	Jan. 29, 1924
237,438	Slepian	Jan. 29, 1924
241,789	Batsel	July 29, 1924
241,837	Little	July 29, 1924
241,838	Little	July 29, 1924
244,360	Hengstenberg	Nov. 11, 1924
244,361	Reynders	Nov. 11, 1924
244,362	Nyman et al	Nov. 18, 1924
266,515	Marsteller	Dec. 7, 1926
268,506	Conrad	Feb. 22, 1927
276,081	Davis	Dec. 6, 1927
282,358	Robinson	Aug. 7, 1928
288,907	Roth	Oct. 9, 1928
296,634	Beers	Jan. 14, 1930
301,408	Brown	June 24, 1930
302,982	Batsel	Aug. 12, 1930
307,888	Brindley	Jan. 20, 1931

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Patent No.	Inventor	Issue Date
308,675	Richards	Feb. 17, 1931
321,033	Bruce	Mar. 20, 1932
321,612	Beddie	April 12, 1932
323,891	Forbes	July 5, 1932
324,751	Clement	Aug. 2, 1932
325,203	Landes	Aug. 23, 1932
326,237	Robinson et al	Sept. 27, 1932
329,328	Sateren	June 20, 1933
337,899	Kimmell	Dec. 19, 1933
338,621	Staunton	Jan. 16, 1934
340,280	Davis	Mar. 20, 1934
344,089	Aalborg	Aug. 21, 1934
344,685	Beers	Sept. 18, 1934
346,844	Biers	Dec. 18, 1934
354,256	Osborn et al	Nov. 19, 1935
354,262	Knowles	Nov. 19, 1935
364,419	Stephens	May 2, 1937
364,909	Lyle	Mar. 23, 1937
366,901	McGahan	June 22, 1937
366,902	Smith	June 22, 1937

199,886	Johnson	May 4, 1920
207,231	Kendall	Jan. 4, 1921
207,980	Van der Bijl	Jan. 25, 1921
208,863	Arnold	Feb. 22, 1921
208,776	Haddock	Mar. 22, 1921
211,036	Crissen	Apr. 26, 1921
211,650	Carson	May 17, 1921
211,918	Heising	May 24, 1921
212,188	Curtis	May 31, 1921
217,344	Curtis	Mar. 28, 1922
218,011	Heising	Apr. 25, 1922
218,931	Wilson	May 23, 1922
226,477	Casper	Nov. 21, 1922
245,888	DeCouteuly	Jan. 6, 1925

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Patent No.	Inventor	Issue Date
248,243	Scriven	Mar. 31, 1925
250,345	Fritz	June 2, 1925
251,288	Farrington	June 30, 1925
254,163	Blattner	Dec. 8, 1925
265,039	Whiting	Oct. 12, 1926
265,745	Andersson	Nov. 9, 1926
266,154	Ceccarini	Nov. 23, 1926
270,203	Marrison	Apr. 26, 1927
270,205	Ohl	Apr. 26, 1927
270,783	Holden	May 17, 1927
277,425	Campbell	Jan. 24, 1928
280,405	Ryan	May 22, 1928
285,194	Whittle	Nov. 26, 1929
302,171	Ceccarini	July 15, 1930
307,770	Rittenhouse	Jan. 13, 1931
319,332	Budenbom	Jan. 26, 1932
319,333	Budenbom	Jan. 26, 1932
330,595	Gargas et al	Feb. 28, 1933
333,980	Bruce	July 11, 1933
343,997	Conrad	Aug. 14, 1934

244,432	Rogers	Nov. 11, 1924
265,021	McCullough	Oct. 12, 1926
269,101	McCullough	Mar. 15, 1927
296,033	McCullough	Dec. 24, 1929
312,382	McCullough	June 16, 1931
250,714	Rogers	June 16, 1925
264,940	Rogers	Oct. 12, 1926
269,205	Rogers	Mar. 22, 1927
338,047	Parker	Dec. 19, 1933
366,836	Parker	Sept. 21, 1937
209,618	DeForest	Mar. 22, 1924
212,037	DeForest	May 31, 1921
216,359	Gowen	Mar. 7, 1921

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Patent No.	Inventor	Issue Date
216,380	Cowen	Mar. 7, 1921
216,361	Cowen	Mar. 7, 1922
217,813	DeForest	April 18, 1922
218,226	DeForest	May 2, 1922
218,239	Logwood	May 2, 1922
218,240	Logwood	May 2, 1922
218,241	Logwood	May 2, 1922
218,243	DeForest	May 2, 1922
218,472	DeForest	May 9th, 1922
218,883	DeForest	May 23, 1922
218,884	DeForest	May 23, 1922
218,885	DeForest	May 23, 1922
218,886	DeForest	May 23, 1922
231,326	DeForest	May 22, 1922
231,327	DeForest	May 22, 1923
231,328	DeForest	May 22, 1923
231,329	DeForest	May 22, 1923
231,331	DeForest	May 22, 1923
231,332	DeForest	May 22, 1923
231,489	DeForest	May 29, 1923
232,646	DeForest	July 10, 1923
237,175	DeForest	Dec. 4, 1923
237,439	DeForest	Feb 12, 1924
241,[illegible]	DeForest	June 24, 1924
241,135	DeForest	June 24, 1924
241,510	Cowen	July 8, 1924
241,581	DeForest	Nov. 18, 1924
241,636	DeForest	Nov. 18, 1924

DEFENDANT'S EXHIBIT NO. 123.

Agreement dated as of the ..... day of ..... A.D. .....
Between:

Canadian Radio Patents Limited

a corporation organized under the laws of Canada and having its Head Office and principal place of business at 200 St. Clair Avenue West, in the City of Toronto, in the Province of Ontario, hereinafter called the Licensor,

- and -

.... a corporation also organized under the laws of Canada, and having its Head Office and principal place of business at .... in the City of .....in the Province of ....., hereinafter called the Licensee.

Whereas the Licensor owns or has the right to grant licenses under various Canadian Letters Patent for inventions relating to or useful in the manufacture of Licensed Apparatus as hereinafter specified and defined;

And Whereas the Licensee desires the right to make lawful use of inventions covered by said Canadian Letters Patent and to that end desires to acquire the license herein granted;

Now, Therefore, In Consideration of the premises and of the license granted herein by the Licensor to the Licensee and the mutual covenants herein contained, the parties hereto agree as follows:

Article I.

Definitions.

For the purposes of this Agreement the following definitions shall apply:

(a) "Broadcast receiving sets" means a receiving set of a type (other than theater television and theater facsimile types) designed primarily for the reception of broadcast signals representative of pictures, news, music, speeches, sermons, advertising, entertainment, educational and similar matter, or any of them or combinations of any of them, for the purpose of entertainment or instruction. "Broadcast signals" means signals transmitted by means of electro-magnetic waves, variations, or impulses and intended for the general public, including without limiting the generality thereof such signals for subscription television and other subscription services.

(b) "Theater television and theater facsimile types" means picture broadcast receiving sets of types designed primarily for use in theaters or other places of public entertainment where an admission or entertainment charge is made.

(c) A "colour television broadcast receiving set" and a "colour picture broadcast receiving set" means, in each case, a broadcast receiving set capable of reproducing a picture embodying two or more chromatic colours. Chromatic colours means colours such as reds, greens, blues, purples, yellows, and browns, as distinguished from the achromatic colours—black, white and grays.

(d) A "monochrome television broadcast receiving set" and a "monochrome picture broadcast receiving set" means, in each case, a broadcast

receiving set which is capable of reproducing a picture but is not capable of reproducing a picture embodying two or more chromatic colours.

(e) "Picture" means light images, shadows, reflections, photographs and other visible reproductions of the aspect or shape of animate or inanimate objects or of drawings, writings, forms and other graphic, printed or written matter of all kinds.

(f) "Electron tube" means a device comprising two or more electrodes and an envelope is to any extent evacuated or contains gas, vapor or liquid under any degree of pressure, which device operates by the passage of an electric current through the vacuum, gas or vapor contained within the envelope, including gas or vapor produced from such liquid, to change the form of, control or modify energy supplied thereto.

(g) A "transistor" is an active transducer which depends for its operation on the conduction of current in a semi-conductor or insulator, and which is adapted to perform functions analogous to functions of an electron tube. The term "transistor" as used herein, shall not be deemed to include a transducer, which depends for its operation on the conduction of current by electrons emitted into a vacuum, gas or vapor. Each "transistor" shall be deemed to include, as a part thereof, all permanently attached supporting members, cooling members and isolating or protecting structures, materials or housings for the semiconductor or insulator or its terminals, but shall not include circuits or other elements, devices or components (including other transistors) associated with the semi-conductor or insulator or its terminals.

(h) A "transducer" is a device by means of which energy can flow from one or more transmission systems to one or more other transmission systems and an "active transducer" is a transducer in which the energy supplied to the one or more other systems is not obtained exclusively from the energy available from the one or more first systems.

(i) A "semi-conductor" is a material (which may contain impurities or other imperfections) having an electrical conductivity, at room temperature, between that of metals commonly used for the conduction of current and that of insulators, and in which the electrical empedance of the material can be altered by the application of potentials, radiations or other energy of intensities which are not sufficiently great to alter permanently the structure of the material.

(j) "Cabinet" means not only that portion of Licensed Apparatus which is external to, permanently houses, and protects, and is designed to improve the appearance or saleability of the remaining portions thereof in the form and condition in which such apparatus is advertised (if at all) by Licensee, and is normally intended to be sold at retail to the ultimate user.

(k) "Automobile receiving set" means a complete broadcast receiving set of a type designed primarily for installation and use in automobiles.

(l) "Repair parts" means parts (other than electron tubes and transistors or semi-conductor devices) used to replace defective or worn out parts of a similar type thereafter to be discarded, for the purpose of repairing Licensed Apparatus.

Article II.

License.

Section 1

The Licensor hereby grants to the Licensee, upon the terms and conditions hereinafter set forth, a personal, indivisible, non-transferable and non-exclusive license, only for the Licensed Apparatus hereinafter specified and defined, and only as follows:

(a) to manufacture Licensed Apparatus in Canada and to sell or lease Licensed Apparatus so manufactured and

(b) to have Licensed Apparatus manufactured in Canada for the Licensee and to sell or lease such Licensed Apparatus so manufactured for the Licensee subject to the payment of royalties thereon by the Licensee as provided in Article III hereof. Such Licensed Apparatus shall be deemed to be licensed under this Agreement at the time of sale or lease by the Licensee.

Section 2

Subject to the reservations and conceptions specified in Section 3 o fthis Article II, this license is granted under all the Canadian Letters Patent covering inventions used in, relating to, or useful in, Licensed Apparatus, or in the manufacture thereof, owned by the Licensor or under which and to the extent to which the Licensor is empowered to grant licenses by Canadian Marconi Company, Montreal, Hazeltine Corporation, Little Neck, New York, U.. S. A., Northern Electric Company Limited, Montreal and Philips Electronics apparatus shall, for the purposes of this Agreement, be referred to as "Licensed Apparatus".

(a) complete monochrome television broadcast receiv-

ing sets and other complete monochrome picture broadcast receiving sets, including in each case accompanying sound if any;

(b) complete color television broadcast receiving sets and other complete color picture broadcast receiving sets, including in each case accompanying sound if any;

(c) complete sound broadcasting receiving sets;

(d) complete combinations of apparatus of any of the kinds specified in sub-paragraphs (a) to (c) inclusive of this Section 2, and complete attachable apparatus of a type adapted for changing apparatus of a kind specified in any of such sub-paragraphs (a) to (c) inclusive into any such combinations;

(e) complete separate converters, adapters and auxiliary picture viewing devices, in each case of a type adapted for use with apparatus of any of the kinds specified in this Section 2 of this Article II, including without limiting the generality thereof, converters for amplitude modulation (AM), frequency modulation (FM), higher or lower frequencies and/or color, adapters for monochrome reception from color transmissions, slave units and supplementary picture viewing apparatus;

(f) complete separate remote, time and preselective control devices of types adapted for controlling the operation of apparatus of a kind specified in sub-paragraphs (a) to (e) inclusive of this Section 2 of this Article II;

(g) automobile receiving sets, complete except for one or more of the following: (1) cabinets, (2) parts used for the assembly of such sets in cabinets or other permanent housings, or (3) external remote

control heads and external flexible shafts connected to said remote control heads, provided such sets are in the form and condition in which they are normally intended for assembly by vendees or users in cabinets or other permanent housings not furnished by or obtained through the Licensee. Any of the foregoing excepted items may be omitted, but if included in or sold with such automobile receiving sets then such items shall be deemed parts thereof; and

(h) apparatus of a kind specified in any of sub-paragraphs (a) to (f) inclusive of this Section 2 of this Article II, other than automobile receiving sets, complete except for cabinets and parts user for the assembly of such apparatus in cabinets or other permanent housings.

Each apparatus specified in sub-paragraphs (a) to (f) inclusive of this Section 2 of this Article II, in order to constitute Licensed Apparatus, shall be completely manufactured apparatus, complete with cabinet or cabinets, and in the form and condition in which it is advertised (if at all) by Licensee and is normally intended to be sold at retail to the ultimate user.

Without limiting the generality of the provisions of this Section 2 of this Article II, and to the extent necessary to comply therewith, Licensed Apparatus shall include the following:

(1) the devices, circuits and conductors by means of which electromagnetic waves and the picture or sound signals impressed thereon are intercepted, picked up, converted, conducted, selected, detected, translated, rectified, modified, amplified, projected, and made visible or made audible, as the case may be; and

(2) the devices by means of which electrical currents, derived from primary sources are conducted, converted, rectified, or otherwise modified for energizing such devices, circuits and conductors; and

(3) any cabinets, housings, supporting structures, assembly materials, operating, indicating and controlling devices, circuits and conductors; and

(4) any associated sound recording or reproducing apparatus and any other parts, devices and appurtenances which are embodied or enclosed in, or are mounted on, attached to, or constitute parts of, the apparatus specified in this Section 2 of this Article II or the cabinet thereof, or which enable remote control of its operation.

Section 3

Anything in this Agreement to the contrary notwithstanding, no license is herein granted, and no act or acts of manufacture, sale or lease hereunder shall be construed as or result in conveying any license to the Licensee or others, expressly or by implication, estoppel or otherwise under or with respect to:—

(a) Letters Patent claims relating to the structure or manufacture of electron tubes, transistors, semiconductors, incandescent lamps and other light sources, batteries; or

(b) Letters Patent of any country other than Canada; or

(c) Unassembled apparatus or parts thereof, other than repair or replacement parts for use in Licensed Apparatus; or

(d) Any device or any method or process of manufacture upon which the Licensee is not required to pay royalties pursuant to the provisions of this Agreement; or

(e) Processed materials and methods relating to the manufacture of such materials.

Section 4

The Licensor shall not assert any Letters Patent, owned by it or under which it has the right to grant licenses to others, against any vendee or user of Licensed Apparatus specified in sub-paragraphs (g) and (h) of Section 2 of this Artile II, on account of the assembly by such vendee or user of such Licensed Apparatus in cabinets or other permanent housings not furnished by or obtained from the Licensee.

Article III.

Royalties.

Section 1

The Licensee shall pay royalties to the Licensor upon all Licensed Apparatus sold or leased by it during the term of this Agreement at the following rates and in each instance upon net amounts determined as provided in Section 2 of this Article III;

(a) 1.4% upon all Licensed Apparatus specified in sub-paragraphs (a) and (g) of Section 2 of Article II comprising monochrome picture (including television) broadcast receiving sets, including combinations of such apparatus with apparatus specified in sub-paragraph (c) of Section 2 of Article II;

(b) 2.0% upon all Licensed Apparatus specified in sub-paragraphs (b) and (g) of Section 2 of Article II comprising colour picture (including television) broadcast receiving sets, including combinations of such apparatus with apparatus specified in sub-paragraphs (a) and (c) of Section 2 of Article II;

(c) 1.0% upon all Licensed Apparatus specified in sub-paragraphs (c) and (g) of Section 2 of Article II comprising only sound broadcast receiving sets;

(d) The rate of royalty upon all Licensed Apparatus

specified in sub-parargaph (d) of Section 2 of Article II, comprising complete attachable apparatus of a type adapted for changing apparatus of a kind specified in sub-paragraphs (a) to (c) inclusive of Section 2 of Article II, into combinations, shall be at the same rate as that which applies to the type of combination of Licensed Apparatus resulting from such change;

(e) The rate of royalty upon all Licensed Apparatus specified in sub-paragraphs (e) and (f) of Section 2 of Article II shall be at the same rate as that which applies to the Licensed Apparatus of the type which results from the conversion or adaptation or of the type to be controlled;

(f) The rate of royalty upon all apparatus specified in sub-paragraph (h) of Section 2 of Article II shall be double the rate which would be applicable to such apparatus if sold completely installed in cabinets or other permanent housings;

(g) Upon any Licensed Apparatus sold for export and actually exported from Canada and not returned for use therein, the rate shall in each case be one-half the rate specified for such apparatus in sub-paragraphs (a) to (f) inclusive of this Section 1.

No royalties shall be payable upon repair parts as hereinbefore defined.

Section 2.

The base for the computation of royalties thereunder shall be the Licensee's genuine selling price at which customers are billed in the usual course of business for Licensed Apparatus, as packed for shipment to customers and including all packing material and boxes, cartons, crates, and all contents thereof, without any deductions other than those applicable as hereinafter in this Section

2 of this Article III specified. Such royalties shall be computed and paid on net amounts determined by making only the following deductions, and no others, from the Licensee's said selling price of such Licensed Apparatus sold by it:

(a) Deduction for Sales and Excise Taxes:

Canadian Government Sales and Excise Taxes which are actually paid by the Licensee on Licensed Apparatus sold by the Licensee, but only if and to the extent the amounts of such taxes are included in the Licensee's selling prices thereof.

(b) Tube, Transistor, Semi-Conductor and Battery Deduction:

The Licensee's net purchase prices (including inward freight only) of electron tubes, transistors, semi-conductors and/or battries purchased by the Licensee for use in Licensed Apparatus, if the Licensee has included in its selling prices of such Licensed Apparatus an amount at least equal to such net purchase prices for such tubes and/or batteries. In cases where Licensed Apparatus is obtained as provided in sub-paragraph (b) of Section 1 of Article II hereof, the deduction for such tubes or batteries shall not exceed the lowest amount which the Licensee is then currently paying for similar tubes or batteries for use in Licensed Apparatus manufactured by the Licensee or the fair market value thereof, whichever shall be lower. In the event the Licensee manufactures batteries for use in Licensed Apparatus, the deduction for such batteries shall not exceed the lowest prices at which the Licensee currently sells similar batteries to third persons or the fair market value thereof, whichever shall be lower.

(c) Cabinet Deduction:

Any amount of the Licensee's manufacturing cost or purchase price (including inward freight only) of the cabinet which is in excess of Thirty Dollars ($30.00).

(d) Automatic Record Changer Deduction:

The Licensee's cost or net purchase price (including inward freight only) of automatic record changers manufactured or purchased by the Licensee for use in Licensed Apparatus.

(e) Clock Mechanism Deduction:

The Licensee's cost or net purchase price (including inward freight only) of clock mechanisms manufactured or purchased by the Licensee for use in Licensed Apparatus.

Section 3.

The base for the computation of royalties on Licensed Apparatus which is leased shall be the Licensee's genuine selling price of identical or substantially identical apparatus. If no apparatus identical or substantially identical to the leased Licensed Apparatus is sold by the Licensee, the base for the computation of royalties shall be the value of said Licensed Apparatus as established for the payment of Canadian sales tax. If no value is established for sales tax payments, the base for the computation of royalties shall be a fair market value established by the Licensee and approved by the Licensor.

Section 4.

For the purpose of determining royalty payments, Licensed Apparatus shall be deemed to be sold or leased within the meaning of this Agreement when billed or consigned or when delivered, shipped or mailed, whichever first occurs.

Section 5.

In computing the amount upon which royalties are payable, credit may be taken by the Licensee for all Licensed Apparatus previously sold which is returned by customers to the Licensee and credit allowed therefor, but credit shall not be taken by the Licensee for any other deduction, allowance or credit, which may have been granted or allowed to its customers, without the written consent of the Licensor.

Section 6.

The Licensee's net selling prices, for the purpose of computing royalties payable hereunder on Licensed Apparatus consigned, shall be the consignee's selling prices before any allowance or deduction whatsoever (other than those allowances and deductions specified in Section 2 of this Article III) except the Licensee's selling commissions to the consignee.

Section 7.

Sales of Licensed Apparatus, by the Licensee to any other licensee of the Licensor who is licensed by the Licensor to manufacture and sell or lease such apparatus and who is obligated to pay royalties to the Licensor in respect thereof, shall be reported by the Licensee to the Licensor but shall not be subject to the payment of royalties by the Licensee. The Licensee shall report all of its sales of Licensed Apparatus referred to in sub-paragraph (b) of Section 1 of Article II hereof, and shall pay royalty thereon, in all respects as though such apparatus had been manufactured by the Licensee itself under this Agreement.

Section 8.

In order to insure to the Licensor the full royalty payments contemplated hereunder, the Licensee covenants that, in the event that any Licensed Apparatus shall be sold di-

rectly or indirectly either (1) to a corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (2) to a corporation, firm or association which the Licensee or stockholders of the Licensee, or any company controlled by the Licensee shall directly or indirectly control by stock ownership, exclusive sales or supply contract, or otherwise, or (3) to a corporation, firm or association controlled directly or indirectly by stock ownership, exclusive sales or supply contract, or otherwise by any corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (4) to a corporation, firm or association which, or individual or group who, shall be so affiliated, by any means whatsoever, with the Licensee as to impair, discourage or prevent arm's length dealings between such corporation, firm, association, individual or group and the Licensee, the royalties to be paid hereunder in respect of such Licensed Apparatus shall, at the option of the Licensor, be based upon the invoice price at which the last of such purchasers resells said apparatus, rather than upon the invoice price of the Licensee.

Section 9.

The royalties prescribed herein shall be due and payable on the twentieth (20th) day of each month following that in which any Licensed Apparatus is sold or leased hereunder.

Without in any way prejudicing, impairing or waiving any of the rights granted herein to the Licensor, including right of cancellation or termination, interest may be charged and shall be payable by the Licensee on all overdue royalty payments at the rate of six per cent (6%) per annum from

the due date of payment thereof until such ovedue payments have been made in cash.

Section 10.

Upon default of payment of royalties by the Licensee for any monthly period, and if in the opinion of the Licensor the financial responsibility of the Licensee so warrants, the Licensor shall forthwith at its option and without in any way prejudicing or relinquishing any rights granted to it hereunder, have the right to thenceforth require payment of accruing or accrued royalties from the Licensee by way of transfer or assignment to said Licensor of such portion of the sales price of Licensed Apparatus payable to the Licensee as may be necessary to satisfy the royalties in respect to such sales or accrued royalties previously owing to the Licensor, or, in the alternative, the Licensor may require payment by the Licensee daily or weekly, as it may desire, of royalties with respect to Licensed Apparatus sold under this Agreement.

Article IV.

Records and Reports.

Section 1.

The Licensee shall keep full, true and accurate books of account and records of all Licensed Apparatus manufactured and/or sold under the license granted by this Agreement, in sufficient detail to enable the Licensor to ascertain what royalties are due hereunder. The said books of account and records shall particularly show the number and types of Licensed Apparatus made and sold by the Licensee and the Licensee's invoice price thereof for each type or model (before cash discounts, freight, royalty, advertising allowances or similar deductions have been made).

The said books of account and records shall be open to

the inspection of the Licensor or its duly authorized representative at all reasonable times in order to substantiate proper compliance with the provisions of this Agreement and such authorized representative may make such copies and take such extracts from said books of account and records as he may deem necessary.

The Licensee shall allow such investigations by the Licensor or its duty authorized representatives generally of the Licensee's business in Licensed Apparatus and upon request shall furnish the Licensor with such information as may be necessary to determine the accuracy of all statements required by this license to be furnished to the Licensor and to verify the Licensee's compliance with the terms and conditions of this Agreement.

Section 2.

The Licensee shall simultaneously with the payment of royalties as prescribed in Article III, not more than twenty (20) days after and as of the first (1st) day of each month during the terms of this Agreement, furnish to the Licensor a written royalty report (in substantially the form of Exhibit A attached hereto and made a part hereof(specifying exactly the total number of Licensed Apparatus sold or leased by the Licensee during the preceding month or that part of the preceding month during which this License shall have been in force. Said royalty reports shall show the Licensee's selling prices with respect to all such apparatus, each deduction claimed as provided in Section 2 of Article III hereof, whether such apparatus was sold or leased for use in Canada or for export therefrom, and the amounts of royalties payable thereon as provided in Article III hereof. The first royalty payment and accompanying report shall be due on _____ and shall cover the period commencing _____ to _____ inclusive.

Section 3.

The Licensor agrees not to disclose any confidential information relating to the Licensee's business obtained by the Licensor by reason of this Agreement except when combined statistically with corresponding information obtained from other licensees in such manner as to conceal said information, and except as it may be necessary to disclose the information in or in connection with any arbitration or litigation.

Article V.

Patent Marking and Trade Marks.

Section 1.

The Licensee shall affix in a conspicuous place on all Licensed Apparatus manufactured and/or sold or leased by the Licensee under the terms of this Agreement, a license notice bearing the corporate or trade name, brand name or identification insignia of the Licensee, with the inscription, namely:

"Licensed by Canadian Radio Patents Limited" together with such patent marking as may be required under the provisions of the Canadian Patent Act.

Section 2.

The Licensee shall notify the Licensor from time to time of each trade mark, trade name, brand name or identification insignia applied to Licensed Apparatus manufacturned by or for the Licensee and sold or leased by it. Such trade mark, trade name, brand name or identification insignia shall, if feasible, be etched, stamped or in some other permanent form affixed in a conspicuous place upon every such Licensed Apparatus and any Licensed Apparatus not bearing such identification, name or trade mark is not licensed hereunder.

Section 3.

All said marks, inscriptions or identification insignia required herein shall be of a prominent, fixed and permanent character and displayed in such manner that distributors, jobbers, dealers and retail purchasers or users may see and recognize the same at the time of purchase and sale and the Licensee's catalogues, circular, and price lists referring to said Licensed Apparatus shall also contain the same means of identification. The Licensee further agrees to include any and all such catalogues, circulars or price lists of the Licensee, advertising said Licensed Apparatus, the statement "Licensed by Canadian Radio Patents Limited".

Article VI.

Validity of Patents.

The admission of validity implied in the acceptance of the license hereunder is limited to the scope, field and period for which such license is granted, or agreed to be granted.

Article VII.

Notices.

Until written notice of change of address is given by either party to the other by registered letter properly addressed, any notice or request with reference to the subject matter of this Agreement shall be deemed to have been sufficiently given when (1) if given to the Licensor, it shall be enclosed in a registered postpaid envelope addressed to the Licensor at its office at 200 St. Clair Avenue West, Toronoto 7, Ontario and deposited in any Post Office in the place where the head office of the Licensee is located and service or delivery of such notice shall be deemed to have

taken place as of the date of such mailing; (2) if given to the Licensee, it shall be enclosed in a registered postpaid envelope addressed to the Licensee at the last known address of the Licensee and deposited in any Post Office at Toronto, Ontario, and service or delivery of such notice shall be deemed to have taken place as of the date of such mailing.

Article VIII.

Term and Termination.

Section 1.

This Agreement shall be effective as of ..... and, unless cancelled as hereinafter provided, shall remain in force until July 2, 1963. Either party hereto may cancel this Agreement at any time upon sixty (60) days written notice to the other party to that effect.

Section 2.

The license herein granted and agreed to be granted by the Licensor shall cease, except as herein otherwise specifically provided, upon the cancellation or termination of this Agreement.

Section 3.

In the event of failure of the Licensee at any time during the continuance of this Agreement to render any of the statements called for herein upon any of the prescribed dates or to pay all of the royalties required hereunder when due or upon failure of the Licensee to comply with any of the other obligations of this Agreement, the Licensor may, at its option and without prejudice to any of its other legal and equitable rights and remedies under this Agreement, by ten (10) days' notice in writing to the Licensee particularly specifying the breach or failure of the Licensee, terminate the license herein granted and all rights of the Li-

censee hereunder unless such breach or failure has been rectified within the said period of ten (10) days.

Should the Licensee at any time make an authorized assignment for the benefit of its creditors or voluntarily or involuntarily be declared a bankrupt or be wound up or if a receiver or liquidator shall be appointed to administer its affairs and shall not be discharged within five (5) days after his appointment, this Agreement shall automatically and without notice become cancelled and terminated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee or liquidator is appointed.

No cancellation or termination of this license shall affect any of the other legal and equitable rights and remedies of the Licensor under this Agreement nor shall any cancellation or termination release the Licensee from any liability accruing to the Licensor hereunder prior to the time such cancellation or termination became effective. No failure on the part of the Licensor to exercise its rights of cancellation or termination hereunder for any one or more defaults shall be construed to prejudice its rights of cancellation or termination for any subsequent default.

Article IX.

Successors or Assigns.

Section 1.

Neither this Agreement nor any of its benefits shall be directly or indirectly assigned, transferred, divided or shared by the Licensee with any person, firm or corporation whatsoever without the written consent of the Licensor.

Section 2.

This Agreement and the License hereby granted shall terminate unless otherwise agreed in writing by the Licensor, upon any attempt by the Licensee to assign the same.

For the purpose of verifying compliance with the provisions of this Section the Licensee agrees to permit the authorized representatives of the Licensor to examine the share or stock register books of the Licensee at any time within business hours, upon reasonable notice.

This License Agreement shall enure to the benelt of the successors and assigns of the Licensor but shall not enure to the benefit of the successors and assigns or any legal representatives of the Licensee without the written consent of the Licensor.

In Witness Whereof the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized, and their corporate seals to be hereto affixed, as of the day and year first above written.

Canadian Radio Patents Limited,

.....

President,

.....

Secretary.

.....

President,

.....

Secretary.

STATEMENT OF ROYALTY DUE CANADIAN RADIO PATENTS LIMITED

LICENSEE ..... FOR THE MONTH OF ..... 19 .....

TYPE OF APPARATUS Name (Art. II Sec. 2) Model No. No. tubes No. transistors	SELLING PRICE (Per Unit)	DEDUCTIONS (Per Unit)							NET PRICE FOR ROYALTY (Per Unit)	ROYALTY RATE (Art. II Sec. 1)	ROYALTY PER UNIT	TOTAL UNIT SALES	TOTAL ROYALTY
		SALES TAX PAID	EXCISE TAX PAID	COST OF TUBES	COST OF TRANS	COST OF BATT.	CABINET OVER $[illegible].00	RECORD CHANGER and/or CLOCK					

*Please report under main type headings of Radio Receivers, Television Receivers, Electrical Phonographs, etc., with sub-heading of Domestic or Export. Show total unit sales and total royalty for each of these sub-headings and main Headings in the last two columns.

TOTAL - ALL LICENSED APPARATUS

Certified to be a true and correct statement of our sales of Licensed Apparatus during the period designated above.

Signed . . . . . .

Date . . . . . .

Defendant's Exhibit No. 123.

1743

DEFENDANT'S EXHIBIT NO. 124A.

Canadian Radio Patents Limited.
Toronto.

January 17, 1952.

Mr. Bruce L. Birchard,
Patent Department,
Zenith Radio Corporation,
6001 Dickens Avenue,
Chicago 39, Ill.,
U. S. A.

Dear Mr. Birchard:

Further to our letter of September 12th, 1951, I am enclosing copy of the standard output license agreement that is now being used by Canadian Radio Patents Limited in Canada.

The Canadian patents listed in Schedule "A" are those covering inventions originating with such companies as General Electric, Westinghouse, Northern Electric, Marconi, Rogers (including Philips), RCA and certain patents owned by CRPL. We also have the right to extend licenses under the Canadian patents of Philco and Hazeltine Corporation and no additional royalty is charged for these rights. The reason that we did not include the Hazeltine Canadian patents in this particular list is that our present arrangement with Hazeltine terminates before the five-year initial term of the output license that we are now offering although we do have rights to extend our present arrangement with Hazeltine until 1963.

If there are any further details that you wish with respect to the CRPL license and licensing policy, please do not hesitate to call upon us.

We note that Zenith Radio Corporation of Canada Limited (Windsor, Ontario) has indicated that it will be showing hearing aids, radios, television and FM receivers at the forthcoming International Trade Fair in Toronto, June 2nd to June 13th, 1952.

Yours very truly,
(Signature illegible),
Secretary-Treasurer.

SDB/NC
encl.

DEFENDANT'S EXHIBIT NO. 124B.

Canadian Radio Patents Limited

—and—

.....

License Agreement

Radio Broadcast Receiving Sets

—and—

Electrical Phonographs

1951.

Agreement dated as of the ..... day of ....., A. D. 19.... Between:

Canadian Radio Patents Limited,

a corporation organized under the laws of the Dominion of Canada and having its Head Office and principal place of business at 159 Bay Street, in the City of Toronto, in the Province of Ontario, hereinafter called the "Licensor", ... Of The First Part:

—and—

..... a corporation also organized under the laws of the Dominion of

Canada and having its Head Office and principal place of business at _____, in the City of _____, in the Province of _____, hereinafter called the "Licensee", _____ _____Of The Second Part:

Whereas the Licensor represents that it owns or otherwise has the right to grant licenses under various Letters Patent of ahe Dominion of Canada as for inventions relating to or useful in the manufacture of Licensed Apparatus as hereinafter specified and defined;

And Whereas the Licensee desires to make lawful use of same or all of such inventions covered by said Letters Patent of the Dominion of Canda and to that end desires to acquire the license herein granted;

Now, Therefore, In Consideration of the premises and of the license granted herein by the Licensor to the Licensee and the mutual covenants herein contained, the parties hereto agree as follows:

Article I.

Definitions.

For the purpose of this Agreement, the following definitions shall apply:

(a) "Broadcast" or "Broadcasting" means the transmission or dissemination by radio of pictures, news, music, speeches, sermons, advertising, and matter of an entertaining, educational ar similar nature, or any of them, or combinations of any of them, for reception by the general public.

(b) "Non-commercial use" means and is limited to use for private entertainment and instruction in homes and also in other places where no charge is made directly or indirectly for admission or for the privilege of entertainment or instruction.

(c) "Homes" means all places of residence, permanent or temporary.

(d) "Pictures" means light images, shadows, reflections, and other visible reproductions, of the aspect or shape of animate or inanimate objects, or of drawings, writings, forms, and other graphic, printed or written matter of all kinds.

(e) "Radio broadcast receiving set" mean apparatus by means of which electric currents, waves or impulses of radio frequency originating at a radio broadcast transmitter are employed to produce variations or effects which are audible or visible.

(f) "Radio tube" means a device comprising two or more electrodes and an envelope which is to any extent evacuated or contains gas, vapor or liquid under any degree or contains gas, vapor or liquid under any degree of pressure, and operates by electronic discharge or ionization to change the form of, control or modify energy supplied thereto.

(g) "Cabinet" means only that portion of Licensed Apparatus which is external to, permanently houses, and protects, and is designed to improve the appearance or saleability of the remaining portions thereof in the form and condtion in which such apparatus is advertised (if at all) by the Licensee, and is normally intended to be sold at retail to the ultimate user.

(h) "Electrical phonograph" means appartus for the reproduction of sound either directly or in conjunction with a radio broadcast receiving set, from sound records used in or in connection with such apparatus, to be heard in the immediate vicinity of the apparatus, in which such record gives rise to or controls an electric current or electro-motive force in such a way that the vari-

ations of the electric current or electro-motive force correspond in some way to the recorded sounds, and the electric current or electro-motive force directly or indirectly brings about the production of sound either from said apparatus, or from said radio broadcast receiving set.

(i) "Automobile radio broadcast receiving set" means a complete radio broadcast receiving set for the reception of sound broadcasting only designed, adapted and sold especially for installation and use in automobiles.

(j) "External remote control head and external flexible shafts" means devices designed to be fastened to a part of an automobile remote from the location of the remainder of an automobile radio broadcast receiving set, having one or more dials and/or one or more associated controls for switching, or tuning, or varying the volume, sensitivity or tone, and electrical and mechanical cables for connecting the controls to the controlled elements of such automobile radio broadcast receiving set.

(k) "Licensed apparatus" means apparatus of the kinds and only in the form and condition, and only for the uses specified under subsections (a) to (j) inclusive of Section 2 of Article II and as such sub-sections are amplified and modified by the last two paragraphs of said Section 2 of Article II.

Article II.

License.

Section 1

The Licensor hereby grants to the Licensee under all of the Letters Patent of the Dominion of Canada identified or enumerated in Schedule "A" attached hereto and made a part hereof and upon the terms and conditions hereinafter set forth, a personal, indivisible, non-transferable and non-exclusive license, only for the Licensed Apparatus hereinafter specified and defined, and only as follows:

(a) To manufacture within the Dominion of Canada and to sell the Licensed Apparatus so manufactured, and

(b) To have Licensed Apparatus manufactured within the Dominion of Canada for the Licensee and to sell such apparatus so manufactured for the Licensee subject to the payment of royalties thereon by the Licensee as provided in Article III hereof. Such apparatus shall be deemed to be licensed under this Agreement at the time of sale by the Licensee.

Section 2.

Subject to the reservations and exceptions specified in Section 2 of Article II, said license is granted for non-commercial use of the following apparatus only in the manner or manners hereinafter specified (such apparatus for such uses constituting and being referred to in this Agreement as "Licensed Apparatus")

(a) Complete radio broadcast receiving sets for sound only;

(b) Complete radio broadcast receiving sets for pictures only, including television and facsimile pictures;

(c) Complete electrical phonographs for use otherwise than in combination or in connection with apparatus in the field of wire telephony;

(d) Complete combinations of apparatus for two or more of the uses specified in sub-paragraphs (a), (b) and (c) of this Section 2, and complete attachable apparatus for converting Licensed Apparatus of sub-paragraphs (a), (b) or (c) into such combinations for the respective uses therein specified;

(e) Separate remote, time or preselective control devices, for controlling the operation of any of the apparatus specified in sub-paragraphs (a), (b), (c) or (d) of this Section 2;

(f) Apparatus specified in sub-paragraphs (a), (b), (c), (d) or (e) of this Section 2, other than automobile radio broadcast receiving sets, for the respective uses therein specified, complete except for cabinets and parts used for the assembly of such apparatus in cabinets or other permanent housings; and

(g) Automobile radio broadcast receiving sets, complete except for one or more of the following:—(1) cabinets, (2) parts used for the assembly of such sets in cabinets or other permanent housings, or (3) external remote control heads and external flexible shafts connected to said remote control heads, provided such sets are in the form and conditions in which they are normally intended for assembly by vendees or users in cabinets or other permanent housings not furnished by or obtained through the Licensee. Any of the foregoing excepted items may be omitted but, if included in or sold with such automobile radio broadcast receiving sets, then such items shall be deemed parts of Licensed Apparatus.

(h) Apparatus for converting radio broadcast receiving sets of the kind specified in sub-paragraph (a) of this Section 2 (or any combination which includes such a set) designed to receive amplitude modulated broadcasting, into apparatus adapted to receive frequency modulated broadcasting;

(i) Apparatus for converting radio broadcast receiving sets of the kind specified in sub-paragraph (a) of this Section 2 (or any combination which includes such a set) into radio broadcast receiving sets of the kind specified in sub-paragraph (d) of this Section 2;

(j) Complete electrical sound recording apparatus, either separately or in combination with apparatus specified in sub-paragraphs (a) and (c) of this Section 2, for use in homes for making sound records of entertainment and educational matter for the private use of the maker.

Each Licensed Apparatus specified in sub-paragraph (a), (b), (c), (d), (e), (h), (i) and (j) of this Section 2 shall be completely manufactured apparatus, complete with cabinet or cabinets, and in the form and condition in which it is advertised (if at all) by the Licensee and is normally intended to be sold at retail to the ultimate user.

Without limiting the generality of the provisions of this Section 2, and to the extent necessary to comply therewith, Licensed Apparatus shall include the following:— (1) the devices, circuits, and conductors by means of which radio broadcast frequencies, and sound waves or picture signals impressed thereon in the cases of broadcast receiving sets and apparatus specified in sub-paragraphs (a), (b), (d), (f), (g) (h) and (i) of the Section 2, and recorded sounds in the case of eletrical phonographs specified in sub-paragraphs (c) and (d) of this Section 2, and sounds to be

recorded in the case of sound recording apparatus specified in sub-paragraph (j) of this Section 2, are intercepted, picked up, converted, conducted, selected, detected, translated, rectified, modified, amplified, projected, and made audible or made visible or recorded, as the case may be; (2) the devices by means of which electrical currents derived from primary sources are conducted, converted, rectified or otherwise modified for energizing such devices, circuits and conductors; (3) all cabinets, housings, supporting structures, assembly materials, operating, indicating and controlling devices, circuits and conductors; and (4) also all other parts, devices and appurtenances which are emobdied or enclosed in, mounted on, attached to, or constitute parts of, the foregoing apparatus, or which enable remote control of its operation.

Section 3

Anything in the Agreement to the contrary notwithstanding, no license is herein granted, and no act or acts of manufacture or sale hereunder, shall be construed as, or result in, conveying any license to the Licensee or others, expressly or by implication, estoppel, or otherwise under or with respect to:—

(a) Letters Patent of the Dominion of Canada other than those listed in Schedule "A" hereto and those added to said Schedule "A" from time to time by the Licensor; or

(b) Letters Patent claims relating to the structure or manufacture of radio tubes, batteries, incandescent lamps or other light sources, motion picture projectors, sound recording apparatus except as provided in sub-paragraph (j) of Section 2 of Article II or to sound or picture records or record blanks; or

(c) Letters Patent of any country other than the Dominion of Canada; or

(d) Unassembled apparatus or parts thereof, other than repair or replacement parts for use in Licensed Apparatus; or

(e) Any device or any method or process of manufacture upon which the Licensee is not required to pay royalties pursuant to the provisions of this Agreement.

Section 4

The Licensor shall not assert any Letters Patent, owned by it or under which it has the right to grant licenses to others, against any vendee or user of Licensed Apparatus specified in sub-paragraphs (f) and (g) of Section 2 of this Article II, on account of the assembly by such vendee or user of such apparatus in cabinets or other permanent housings not furnished by or obtained from the Licensee, provided that such apparatus is not sold and/or used by such vendee or user contrary to the license herein granted to the Licensee.

Article III.

Royalties.

Section 1

The Licensee shall pay the Licensor royalties at the following rates upon all Licensed Apparatus sold by it during the term of this Agreement covered by, or made under, any unexpired Letters Patent of the Dominion of Canada now or hereafter issued under which a license is granted hereunder to the Licensee:—

(a) Upon Licensed Apparatus specified in sub-paragraphs (a), (b), (c), (d), (e), (g), (h), (i) and (j) of Section 2 of Article II sold for use in the Dominion of Canada, royalties at the rate of three and one-half per cent (3½%) of net amounts determined as provided in Section 2 of this Article III; and

(b) Upon Licensed Apparatus specified in sub-paragraphs (a), (b), (c) (d), (e), (g), (h), (i), and (j) of Section 2 of Article II sold for export and actually exported from the Dominion of Canada and not returned for use therein, royalties at the rate of one and three-quarters per cent (1¾%) of net amounts determined as provided in Section 2 of this Article III; and

(c) Upon Licensed Apparatus specified in sub-paragraph (f) of Section 2 of Atricle II sold for use in the Dominion of Canada, royalties at the rate of seven per cent (7%) of net amounts determined as provided in Section 2 of this Article III; and

(d) Upon Licensed Apparatus specified in sub-paragraph (f) of Section 2 of Article II sold for export and actually exported from the Dominion of Canada and not returned for use therein, royalties at the rate of three and one-half per cent (3½%) of net amounts determined as provided in Section 2 of this Article III.

No royalties shall be payable upon repair or replacement parts sold by the Licensee for use in Licensed Apparatus.

Section 2

The base for the computation of royalties thereunder shall be the Licensee's genuine selling prices at which customers are billed in the usual course of business for Licensed Apparatus, as packed for shipment to customers and including all packing material and boxes, cartons, crates and all contents thereof, without any deductions other than those applicable as hereinafter in this Section 2 specified. Such royalties shall be computed and paid on net amounts determined by making only the following deductions, and no others, from the Licensee's said selling price of such Licensed Apparatus sold by it:—

(a) Deduction for Sales and Excise Taxes:—
Dominion Government Sales and Excise Taxes which are actually paid by the Licensee on Licensed Apparatus sold by the Licensee, but only if and to the extent the amounts of such taxes are included in the Licensee's selling prices thereof.

(b) Tube and Battery Deduction:—
The Licensee's net purchase price (including inward freight only) of radio tubes and/or batteries purchased by the Licensee for use in Licensed Apparatus, if the Licensee has included in its selling prices of such Licensed Apparatus an amount at least equal to such net purchase prices for such tubes and/or batteries. In cases where Licensed Apparatus is obtained as provided in sub-paragraph (b) of Section 1 of Article II hereof, the deduction for such tubes or batteries shall not exceed the lowest amount which the Licensee is then currently paying for similar tubes or batteries for use in Licensed Apparatus manufactured by the Licensee or the fair market value thereof, whichever shall be lower. In the event the Licensee manufactures batteries for use in Licensed Apparatus, the deduction for such batteries shall not exceed the lowest prices at which the Licensee currently sells similar batteries to third persons or the fair market value thereof, whichever shall be lower.

(c) Cabinet Deduction:—
Any amount of the Licensee's manufacturing cost or purchase price of the cabinet which is in excess of Thirty Dollars ($30.00).

(d) Automatic Record Changer Deduction:—
The Licensee's cost or net purchase price (includ-

ing inward freight only) of automatic record changers manufactured or purchased by the Licensee for use in Licensed Apparatus.

Section 3

The rates of royalty provided for in Section 1 of this Article III, and the bases to which such rates shall be applicable, are accepted and recognized by the parties hereto as a reasonable and convenient measure of the fair value of the license granted herein.

Previous license agreements of the Licensor with the Licensee or others, including methods of, and provisions for, determining royalties involving higher rates and diminution of the bases through allowance of various deductions for cabinets and other items heretofore claimed or allowed under such previous license agreements, have resulted in accounting and other difficulties and expenses. It is, among other reasons, for the purpose of simplification and the reduction of such expenses and such other difficulties that the reduced rates of royalty and the enlarged royalty bases herein provided for have been adopted by the parties in lieu of the royalty rates and royalty bases of such previous license agreements.

Section 4

For the purpose of determining royalty payments, Licensed Appparatus shall be deemed to be sold within the meaning of this Agreement when billed or consigned or when delivered, shipped or mailed, whichever first occurs.

Section 5

In computing the amount upon which royalties are payable, credit may be taken by the Licensee for all Licensed Apparatus previously sold which is returned by customers to the Licensee and credit allowed therefor, but credit shall not be taken by the Licensee for any other deduction,

allowance or credit, which may have been granted or allowed to its customers, without the written consent of the Licensor.

Section 6

The Licensee's net selling prices, for the purpose of computing royalties payable hereunder on Licensed Apparatus consigned, shall be the consignee's selling prices before any allowance or deduction whatsoever (other than those allowances and deductions specified in Section 2 of this Article III) except the Licensee's selling commissions to the consignee.

Section 7

Sales of Licensed Apparatus, by the Licensee to any other licensee of the Licensor who is licensed by the Licensor under Letters Patent of the Dominion of Canada to manufacture and sell such apparatus and who is obligated to pay royalties to the Licensor in respect thereof, shall be reported by the Licensee to the Licensor but shall not be subject to the payment of royalties by the Licensee. The Licensee shall report all of its sales of Licensed Apparatus referred to in sub-paragraph (f) of Section 1 of Article II hereof, and shall pay royalty thereon, in all respects as though such apparatus had been manufactured by the Licensee itself under this Agreement.

Section 8

In order to insure to the Licensor the full royalty payments contemplated hereunder, the Licensee covenants that, in the event that any Licensed Apparatus shall be sold directly or indirectly either (1) to a corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (2) to a corporation, firm or association which the Licensee

or stockholders of the Licensee, or any company controlled by the Licensee shall directly or indirectly control by stock ownership, exclusive sales or supply contract, or otherwise, or (3) to a corporation, firm or association controlled directly or indirectly by stock ownership, exclusive sales or supply contract, or otherwise by any corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (4) to a corporation, firm or association which, or individual or group who, shall be so affiliated, by any means whatsoever, with the Licensee as to impair, discourage or prevent arm's length dealings between such corporation, firm, association, individual or group and the Licensee, the royalties to be paid hereunder in respect of such Licensed Apparatus shall, at the option of the Licensor, be based upon the invoice price at which the last of such purchasers resells said apparatus, rather than upon the invoice price of the Licensee.

Section 9

The royalties prescribed herein shall be due and payable on the twentieth (20th) day of each month following that in which any Licensed Apparatus is sold hereunder.

Without in any way prejudicing, impairing or waiving any of the rights granted herein to the Licensor, including right of cancellation or termination, interest may be charged and shall be payable by the Licensee on all overdue royalty payments at the rate of six per cent (6%) per annum from the due date of payment thereof until such overdue payments have been made in cash.

Section 10

Upon default of payment of royalties by the Licensee for any monthly period, and if in the opinion of the Licensor the financial responsibility of the Licensee so warrants, the

Licensor shall forthwith at its opinion and without in any way prejudicing or relinquishing any rights granted to it hereunder, have the right to thenceforth require payment of accruing or accrued royalties from the Licensee by way of transfer or assignment to said Licensor of such portion of the sales price of Licensed Apparatus payable to the Licensee as may be necessary to satisfy the royalties in respect to such sales or accrued royalties previously owing to the Licensor, or, in the alternative, the Licensor may require payment by the Licensee daily or weekly, as it may desire, of royalties with respect to Licensed Apparatus sold under this Agreement.

Article IV.

Records and Reports.

Section 1

The Licensee shall keep full, true and accurate books of account and records of all Licensed Apparatus manufactured and/or sold under the license granted by this Agreement, in sufficient detail to enable the Licensor to ascertain what royalties are due hereunder. The said books of account and records shall particularly show the number and types of Licensed Apparatus made and sold by the Licensee and the Licensee's invoice price thereon for each type or model (before cash discounts, freight, royalty, advertising allowances or similar deductions have been made).

The said books of account and records shall be open to the inspection of the Licensor or its duly authorized representative at all reasonable times in order to substantiate proper compliance with the provisions of this Agreement and such authorized representative may make such copies and take such extracts from said books of account and records as he may deem necessary.

The Licensee shall allow such investigations by the Licensor or its duly authorized representatives generally of the Licensee's business in Licensed Apparatus and upon request shall furnish the Licensor with such information as may be necessary to determine the accuracy of all statements required by this license to be furnished to the Licensor and to verify the Licensee's compliance with the terms and conditions of this license agreement.

Section 2

The Licensee shall simultaneously with the payment of royalties as prescribed in Article III, twenty (20) days after and as of the first (1st) day of each month during the term of this Agreement, furnish to the Licensor a written royalty report (in substantially the form of Exhibit I attached hereto and made a part hereof) specifying exactly the total number of Licensed Apparatus sold by the Licensee during the preceding month or that part of the preceding month during which this license shall have been in force. Said royalty reports shall show the Licensee's selling prices with respect to all such apparatus, each deduction claimed as provided in Section 2 of Article III hereof, whether such apparatus was sold for use in the Dominion of Canada or for export therefrom, and the amounts of royalties payable thereon as provided in Article III hereof. The first royalty payment and accompanying report shall be due on .....
....., and shall cover the month commencing .....
....., and shall also include a statement of all Licensed Apparatus sold by the Licensee between .....
....., and the date of this Agreement and the Licensee shall pay to the Licensor royalty thereon, at the time of such report in the same amount as if this Agreement had been in force and effect at the time of said sale.

Section 3

The Licensor agrees not to disclose any confidential information relating to the Licensee's business obtained by the Licensor by reason of this Agreement except when combined statistically with corresponding information obtained from other Licensees in such manner as to conceal said information, and except as it may be necessary to disclose the information in or in connection with any arbitration or litigation.

Article V.

Compliance With Canadian Patent Act.

The Licensee shall manufacture and sell the Licensed Apparatus in Canada to such extent and in such manner as to fully comply with the provisions of the Patent Act of the Dominion of Canada. In the event that failure of the Licensee to manufacture within the Dominion of Canada in accordance with the provisions of the Canadian Patent Act is cited in a complaint before the Canadian Commissioner of Patents by a third party or third parties as an abuse of the rights under any Letters Patent the subject of the license of this indenture, the Licensee will be promptly notified by the Licensor and shall, at Licensee's expense, offer a defense within the time allowed (in the name of the Licensor or others if such is deemed necessary or advisable) to such complaint before the Commissioner of Patents. In the event that the Licensee fails to offer a defense to such complaint or that such complaint shall be finally sustained in spite of any defense offered as aforesaid, then the Licensor shall have the right to terminate this Agreement, together with the license rights granted hereunder, by thirty (30) days' written notice given by the Licensor to the Licensee.

Article VI.

Patent Marking and Trade Marks.

Section 1

The Licensee shall affix in a conspicuous place on all Licensed Apparatus manufactured and/or sold by the Licensee under the terms of this Agreement, a license notice bearing the corporate or trade name of the Licensee, with the inscription, namely:—

"Licensed by Canadian Radio Patents Limited—
Patented 1933-1951 inclusive".

or such patent marking as otherwise may be required under the provisions of the Patent Act of the Dominion of Canada.

Section 2

The licensee shall notify the Licensor from time to time of each trade mark, trade name or identification insignia applied to Licensed Apparatus manufactured by or for the Licensee and sold by it. Such trade mark, trade name, brand name or identification insignia shall, if feasible, be etched, stamped or in some other permanent form affixed in a conspicuous place upon every such Licensed Apparatus and any Licensed Apparatus not bearing such identification, name or trade mark is not licensed hereunder.

Section 3

All said marks, inscriptions or identification insignia required herein shall be of a prominent, fixed and permanent character and displayed in such manner that distributors, jobbers, dealers and retail purchasers or users may see and recognize the same at the time of purchase and sale and the Licensee's catalogues, circulars and price lists referring to said Licensed Apparatus shall also contain the same means of identification. The Licensee further agrees to include in any and all such catalogues, circulars or price

lists of the Licensee, advertising said Licensed Apparatus, the statement "Licensed by Canadian Radio Patents Limited".

Section 4.

The Licensee shall observe any reasonable requirements and make any reasonable changes in, or additions to, the above notices and other notices and in the manner of applying the same, which the Licensor, by notice in writing to the Licensee, may require.

Article VII.

Validity of Patents.

The admission of validity implied in the acceptance of the license hereunder is limited to the scope, field and period for which such license is granted, or agreed to be granted.

Article VIII.

Notices.

Until written notice of change of address is given by either party to the other by registered letter properly addressed, any notice or request with reference to the subject matter of this Agreement shall be deemed to have been sufficiently given when (1) if given to the Licensor, it shall be enclosed in a registered postpaid envelope addressed to the Licensor at its office at 159 Bay Street, Toronto 1, Ontario, and deposited in any Post Office in the place where the head office of the Licensee is located and service or delivery of such notice shall be deemed to have taken place as of the date of such mailing; (2) if given to the Licensee, it shall be enclosed in a registered postpaid envelope addressed to the Licensee at the last known address of the

Licensee and deposited in any Post Office at Toronto, Ontario, and service or delivery of such notice shall be deemed to have taken place as of the date of such mailing.

Article IX.

Term and Termination.

Section 1.

This Agreement shall be effective as of .....
....., and, unless sooner cancelled or terminated in accordance with the provisions herein contained, shall remain in force for a period of one year and shall continue thereafter from year to year, provided, however, that the Licensor or the Licensee may, as of any time on or after the expiration of one year from the said date, terminate this Agreement by three months' notice in writing to the other to that effect.

Section 2.

The license herein granted and agreed to be granted by the Licensor shall cease, except as herein otherwise specifically provided, upon the cancellation or termination of this Agreement except that, as to Licensed Apparatus manufactured under said license, or for which firm orders shall have been received prior to such cancellation or termination, said license shall continue in full effect, subject to the other terms and conditions hereof, to the ends of the term of the Letters Patent under which said license is herein granted and agreed to be granted.

Section 3.

In the event of failure of the Licensee at any time during the continuance of this Agreement to render any of the statements called for herein upon any of the prescribed dates or to pay all of the royalties required hereunder when due or upon failure of the Licensee to comply with any of the other obligations of this Agreement, the Licensor may,

at its option and without prejudice to any of its other legal and equitable rights and remedies under this Agreement, by ten (10) days' notice in writing to the Licensee particularly specifying the breach or failure of the Licensee, terminate the license herein granted and all rights of the Licensee hereunder unless such breach or failure has been rectified within the said period of ten (10) days.

Should the Licensee at any time make an authorized assignment for the benefit of its creditors or voluntarily or involuntarily be declared a bankrupt or be wound up or if a receiver or liquidator shall be appointed to administer its affairs and shall not be discharged within five (5) days after his appointment, this Agreement shall automatically and without notice become cancelled and terminated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee or liquidator is appointed.

No cancellation or termination of this license shall affect any of the other legal and equitable rights and remedies of the Licensor under this Agreement nor shall any cancellation or termination release the Licensee from any liability accruing to the Licensor hereunder prior to the time such cancellation or termination because effective. No failure on the part of the Licensor to exercise its rights of cancellation or termination hereunder for any one or more defaults shall be construed to prejudice its rights of cancellation or termination for any subsequent default.

Article X.

Successors or Assigns.

Section 1.

Neither this Agreement nor any of its benefits shall be directly or indirectly assigned, transferred, divided or shared by the Licensee with any person, firm or corporation whatsoever without the written consent of the Licensor.

Section 2.

This Agreement and the license hereby granted shall terminate unless otherwise agreed in writing by the Licensor, upon any attempt by the Licensee to assign the same. For the purpose of verifying compliance with the provisions of this Section the Licensee agrees to permit the authorized representatives of the Licensor to examine the share or stock register books of the Licensee at any time within business hours, upon reasonable notice.

This licensee agreement shall enure to the benefit of the successors and assigns of the Licensor but shall not enure to the benefit of the successors and assigns or any legal representatives of the Licensee without the written consent of the Licensor.

Article XI.

Further Assurances.

The parties hereto hereby agree to execute and deliver with reasonable promptness such further instruments and perform all such acts as may be reasonably necessary for carrying out the provisions and purposes of this Agreement.

In Witness Whereof the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized, and their corporate seals to be hereto affixed, as of the day and year first above written.

Canadian Radio Patents Limited,

.....

President,

.....

Secretary,

.....

President,

.....

Secretary.

STATEMENT OF ROYALTY DUE CANADIAN RADIO PATENTS LIMITED

LICENSEE FOR THE MONTH OF

TYPE OF APPARATUS (Brief Description including Model No., Type and No. of Tubes)	LICENSEE'S SELLING PRICE (Per Unit)	D E D U C T I O N S					NET SELLING PRICE FOR ROYALTY PURPOSES	ROYALTY PER UNIT	NO. OF UNITS SOLD	TOTAL ROYALTY
		SALES TAX PAID	EXCISE TAX PAID	TUBE AND BATTERY COST	CABINET COST IN EXCESS OF $30	COST OF AUTOMATIC RECORD CHANGER				

SCHEDULE "A" to License Agreement dated as of January 1, 1947, between Canadian Radio Patents Limited and

[redacted]

SCHROTER ELECTRONICS LIMITED

CANADIAN PATENT	DATE	INVENTOR	SUBJECT
293,772	Oct. 1/29	Zimmerman	Sound Reproducing Apparatus
294,269	Oct. 29/29	Rice	Loudspeakers
295,527	Dec. 10/29	Kendall	Electrical Apparatus
295,530	Dec. 10/29	Robinson	Electrical Apparatus
295,748	Dec. 17/29	Kellogg	Loudspeakers
296,307	Jan. 7/30	Bierwirth	Amplifying Electrical Energy
296,847	Jan. 21/30	Carlson	Radio Apparatus
297,600	Feb. 18/30	Carter	High Frequency Signalling System
297,601	Feb. 18/30	Burrill	Amplifying systems
298,631	Mar. 25/30	Zimmerman	Speech Current Apparatus
298,632	Mar. 25/30	Byrnes	Oscillation Generator
298,835	Apr. 1/30	Thompson	Shielding System
299,303	Apr. 15/30	Gaudon	Apparatus for Producing Sound
299,306	Apr. 15/30	Clark	High Frequency Producing System
299,535	Apr. 22/30	Kendall	Sound Reproducing Apparatus
299,538	Apr. 22/30	Bradbury	High Frequency Amplifying Circuits
299,539	Apr. 22/30	Bradbury	Amplifying Systems
299,540	Apr. 22/30	Thompson	Amplifying Apparatus
299,722	Apr. 29/30	Kendall	Electrical Apparatus
299,930	May 6/30	Young et al.	Pick-up Devices
300,128	May 13/30	Carlson et al	Amplifying Systems
300,362	May 20/30	Alexanderson	Transmission of Pictures
300,363	May 20/30	Bissiri	Transmission of Pictures
302,517	July 29/30	Carlson	Tuning of High Frequency Circuits
304,381	Sep. 30/30	Hall	Transmission of Pictures
304,763	Oct. 14/30	Kinman	Amplifying Systems
304,765	Oct. 14/30	Allen et al	Radio Signalling Apparatus
305,152	Oct. 22/30	Kellogg	Electrical Systems
305,417	Nov. 4/30	Brown	Controlling Current Supply
305,854	Nov. 18/30	Andrews	Amplifying System
305,855	Nov. 18/30	Byrnes	Electrical Apparatus
305,856	Nov. 18/30	Taylor	Amplifier
306,538	Dec. 9/30	Cornell	Supply Circuits
306,946	Dec. 23/30	Bradbury et al	Radio Frequency Amplification
306,951	Dec. 23/30	Thompson	Sound Amplifier
307,380	Jan. 6/31	Alexanderson	Stabilization of Tuned Radio Frequency Amplifiers
307,382	Jan. 6/31	McLaurin	High Frequency Electrical Apparatus
307,384	Jan. 6/31	Barton	Condenser Microphone
307,385	Jan. 6/31	Crippen	Condenser Microphone
307,667	Jan. 13/31	Tripp	Oscillation Generators
307,668	Jan. 13/31	Dome	Oscillation Generators
308,325	Feb. 3/31	Kellogg	Reproducers
308,326	Feb. 3/31	Hillner	Sound Reproducing Devices
308,514	Feb. 10/31	Hall	Transmission of Pictures
308,520	Feb. 10/31	Berduke	Sound Reproducing and Recording
309,483	Mar. 17/31	Hall	Amplifying System

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
309,485	Mar. 17/31	Austin	Sound Reproducers
309,487	Mar. 17/31	McArthur	Signal Transmitting
309,488	Mar. 17/31	McArthur	High Frequency Detectors
310,116	Apr. 7/31	Kendall	Apparatus for Producing Sound
310,118	Apr. 7/31	Taylor	Stylus for Pickups
311,271	May 12/31	O'Kabe	Extra Short Wave Generating Device
311,485	May 19/31	Carlson et al	High Frequency Amplifying Apparatus
311,486	May 19/31	Carlson et al	Electrical Signal Amplifying Apparatus
311,902	June 2/31	Bedford	Amplifiers
312,561	June 23/31	Alexanderson et al	Amplifying Electrical Impulses
313,729	July 28/31	Whelan	Amplifying Electrical Impulses
313,962	Aug. 4/31	Bradbury	Volume Control
314,198	Aug. 11/31	Byrnes	Crystal Controller Oscillators
314,567	Aug. 25/31	Kell	Transmission of Pictures
314,568	Aug. 25/31	Robinson	Sound Pickup-Mirror Type
314,570	Aug. 25/31	Labus	Transmission of Facsimile
316,706	Nov. 3/31	Kell	Transmission of Pictures
317,220	Nov. 17/31	Kellogg	Electrical System
318,655	Jan. 5/32	McSheen	Phonograph Turntable Drive
319,252	Jan. 26/32	Lynn	Signal Systems
320,773	Mar. 22/32	Asmden	Electrical Filters
322,259	May 10/32	Bird	High Frequency Signalling System
322,652	May 24/32	Douglas	Signalling System
323,249	June 14/32	Langmuir	Picture Transmission Apparatus
323,460	June 21/32	Burton	Phonograph - Plural Turntable Unit
323,877	July 5/32	Carlson	Automatic Volume Control
324,098	July 12/32	Carter	High Frequency Signalling System
324,100	July 12/32	Kell	Transmission and Reception of Pictures
324,309	July 19/32	Young	Picture Receiving Apparatus
324,509	July 26/32	Ellis	Piezo-electric devices
325,298	Aug. 23/32	Young	System for Producing Music
325,299	Aug. 23/32	Carlson	Musical Instrument
325,710	Sep. 6/32	Bedford	Diaphragm for Loudspeakers
326,698	Oct. 11/32	Farley	Vapor Electric Amplifiers
328,445	Dec. 13/32	McArthur	High Frequency Magnetron Apparatus
328,446	Dec. 13/32	DeWalt	Electron Discharge System
329,908	Jan. 31/33	Carlisle et al	Translating Device
330,500	Feb. 28/33	Moore	Picture Transmitting System
330,501	Feb. 28/33	Kendall	Transmission and Reception of Pictures
330,502	Feb. 28/33	Del Valle	Film Phonograph
331,086	Mar. 21/33	Carlson	Indicating Control Means
331,087	Mar. 21/33	Hull	Pick-up Device
331,091	Mar. 21/33	Gardiner	Amplifier
331,270	Mar. 28/33	Hitchcock	Transmission of Pictures
331,272	Mar. 28/33	Kell	Television Receiver
331,273	Mar. 28/33	Carlson	Electrical Signal Amplifiers
331,447	Apr. 4/33	Hall	Phonograph Drive
333,909	July 11/33	Bedford	Sound Recording and Reproducing
337,307	Nov. 21/33	Carlson	Oscillator Coupling Circuit
338,151	Dec. 26/33	Garrett	Control System for Radio Receivers
340,012	Mar. 13/34	Allen	Superheterodyne Receivers
340,924	Apr. 17/34	Baker	Amplifying System
340,926	Apr. 17/34	Jones et al	Tuning Indicator

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
341,789	May 22/34	De Rosmer	Radio Phonograph Switch
342,080	June 5/34	Kellogg	Sound Distribution System
343,128	July 17/34	Robinson	Relaying or Amplifying Circuits
343,135	July 17/34	Carlson et al	Signal Limiting Devices
343,136	July 17/34	Wistrup	Variable Radio Tuning Control
343,930	Aug. 14/34	Scheldorf	Portable Loudspeakers
344,204	Aug. 28/34	Langmuir	Electron Discharge Apparatus Circuit
345,633	Oct. 30/34	Becker	Multi-Range Receiving System
347,161	Jan. 1/35	Cornell	Voltage Amplifier and Detector Circuits
348,439	Feb. 26/35	Sabbah et al	Cathode Ray Photographic Apparatus
348,442	Feb. 26/35	McArthur	Polyphase Oscillation Generators
348,450	Feb. 26/35	Alexanderson	Television Receivers
349,405	Apr. 9/35	Taylor	Radio Receiving Apparatus
349,568	Apr. 16/35	Whelan	Volume Control System
350,862	June 11/35	Gardiner	Grid Connection for Tubes
351,020	June 18/35	Mesnil	Piezo-electric oscillation Generators
351,809	July 23/35	Dobke	Electrical Oscillation Circuits
351,813	July 23/35	Lenz	Electric Discharge Devices
351,815	July 23/35	Tonks	Super-regenerative Receiver
352,324	Aug. 13/35	Alexanderson	System of Transmitting Intelligence
352,755	Sep. 3/35	Carter	Diversity Reception System
353,328	Oct. 1/35	Tregenza	Radio Apparatus
353,330	Oct. 1/35	Sarton	Static Reducing System
353,923	Nov. 5/35	Carlson	Radio Signalling Apparatus
356,764	Mar. 24/36	Simmonic	Signalling System
360,017	Aug. 25/36	Dome	Amplifier
360,932	Oct. 6/36	Fitch	Resistance Capacitance Coupled Amplifier
360,933	Oct. 6/36	Kaar	Electron Discharge Amplifier
361,065	Oct. 13/36	Fitch	Resistance Capacitance Coupled Amplifier
361,225	Oct. 20/36	Gunther	Super-regenerative Receiver
361,514	Nov. 3/36	Gardiner	Diversity Factor Receiving Systems
361,812	Nov. 17/36	Lord	Power Supply System
362,349	Dec. 15/36	Newton	Control Means for Signal Transmitting System
362,954	Dec. 29/36	Alexanderson	Sound Reproducing Apparatus
363,477	Jan. 18/37	Warner	Radio Signalling Apparatus
364,149	Feb. 16/37	Arey	Indicating Instruments
366,271	May 25/37	Dome	Measuring Systems
366,895	June 22/37	Arey	Shadow Tuning Instrument
367,702	Aug. 3/37	Weir	Amplifier Circuit
367,703	Aug. 3/37	Becker	High Frequency Circuit
367,704	Aug. 3/37	Downey	Electron Discharge System
367,706	Aug. 3/37	Lynn	High Frequency Amplifier
367,707	Aug. 3/37	Lyman	Uniform Impedance Filter
368,199	Aug. 24/37	Mehlgans	Electron Discharge Device
368,201	Aug. 24/37	Roder	Coupling Means
373,660	May 10/38	Fyler	Receiving System
372,763	Aug. 16/38	Brown	Noise Suppressor Circuit
376,205	Sep. 6/38	Nelson	Volume and Base Tone Compensation Control Device
376,206	Sep. 6/38	Fyler	High Frequency Receiver
376,404	Sep. 13/38	Cottrell	Signalling System
376,831	Oct. 4/38	Cottrell	Signalling System
376,944	Oct. 11/38	Robinson	High Frequency Receiving Apparatus

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
376,979	Oct. 11/38	Beggs	Automatic Fidelity Control
377,910	Nov. 29/38	Downey	Frequency Determining Means
377,911	Nov. 29/38	Hobart	High Frequency Oscillator
378,396	Dec. 20/38	Gunther	Tuning Apparatus
378,400	Dec. 20/38	Fyler	Operating Point Control for Thermionics Devices
379,242	Jan. 31/39	Suits	Tuning Apparatus
379,372	Feb. 7/39	Tonks	High Frequency Oscillator
379,373	Feb. 7/39	Langmuir	High Frequency Oscillator
380,310	Mar. 12/39	Stevenson	Phonograph Drive
380,577	Apr. 4/39	Beckor	Radio Receivers
383,094	Aug. 1/39	Dome	Antenna and Coupler Systems
383,225	Aug. 8/39	Beggs	Selectivity Control
385,844	Dec. 26/39	Delbord	Means for Tuning Radio Receiving Systems
385,847	Dec. 26/39	Becker	High Frequency Receiving System
385,852	Dec. 26/39	Mead	Oscillation Generator
385,864	Dec. 26/39	Dome	Control Circuit
385,963	Dec. 26/39	Thomas	High Frequency Signal System
387,078	Feb. 27/40	Wechsung	Band Filtering Device
387,079	Feb. 27/40	Rice	High Frequency Oscillator
387,511	Mar. 19/40	Gogge	Automatic Selectivity Control
388,350	Apr. 30/40	Hahn	Automatic Fidelity Control
388,352	Apr. 30/40	Hutchings	Electric Discharge Devices
388,509	May 7/40	Dome	Automatic Bias Control
389,124	June 7/40	Mayer	Equivalent Capacitance Network
389,125	June 7/40	Thompson	Amplifier
389,422	June 18/40	Andrews	Temperature Compensated Oscillator
389,709	July 2/40	Delvaux	Control for Signalling System
389,866	July 9/40	Lyman	Coupling Transformer
389,867	July 9/40	Beggs	Radio Receiving Apparatus
389,869	July 9/40	Fyler	High Frequency Receivers
390,129	July 23/40	Mayer	Automatic Selectivity Control
390,806	Aug. 20/40	Fyler	Oscillation Generators
390,807	Aug. 20/40	Meahl	Oscillator
391,228	Sep. 10/40	Dome	Delayed Automatic Volume Control
391,229	Sep. 10/40	Dome	Supply Circuit for Television System
391,346	Sep. 17/40	Robinson	High Frequency Receiving Apparatus
392,159	Oct. 29/40	Monke	Signal System
392,446	Nov. 12/40	Hobart, Jr.	High Frequency Apparatus
393,034	Dec. 10/40	Jensen	Super-regenerative Detector Current
393,215	Dec. 17/40	Dome	Amplifier Muting Circuit
393,328	Dec. 24/40	Kaar	Signal Receiving System
393,336	Dec. 24/40	Dome	High Voltage Supply Circuit
393,479	Dec. 31/40	Lyman	Indicating Devices
393,483	Dec. 31/40	Koller et al	Control Device
393,658	Jan. 7/41	Shofstall	Signal System
393,911	Jan. 14/41	Hobart	High Frequency Apparatus
394,656	Feb. 18/41	Fyler	High Frequency Circuits
395,594	Apr. 1/41	Dome	Allwave Antenna Coupler
395,599	Apr. 1/41	Hahn	Ultra Short Wave Devices
395,706	Apr. 8/41	Root	Silent Tuning
395,978	Apr. 22/41	Beck	Dial Indicator
396,913	June 3/41	Beggs	Radio Receiver

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
397,086	June 10/41	Thompson	Amplifying System
398,263	July 29/41	Shofstall	Signalling Systems
399,318	Sep. 10/41	Cage	Electron Beam Tubes
399,479	Sep. 23/41	Root	Amplifier
401,476	Dec. 16/41	Root	Amplifier
401,624	Dec. 23/41	Shofstall	Automatic Volume Control System
401,625	Dec. 23/41	Norgaard	Electronic Voltage Regulator
401,774	Dec. 30/41	Dome	Television Intermediate Frequency Separation Circuit
401,775	Dec. 30/41	Fyler	Amplifier
401,777	Dec. 30/41	Dome	Amplifier
402,892	Feb. 17/42	Metcalf	Electric Discharge Device
403,467	Mar. 17/42	Meyer	Controlling Apparent Resistance
403,774	Mar. 31/42	Shofstall	Control Circuit
403,777	Mar. 31/42	Gardiner	Electronic Voltage Regulator
404,503	May 5/42	Dome	Electron Discharge Circuits
404,504	May 5/42	Goldman	Amplifier
404,660	May 12/42	Dome	Deflecting System of Cathode Ray Device
405,454	June 16/42	Root	Amplifier Coupling Circuit
405,455	June 16/42	Dome	Thermionic Amplifier
405,767	June 30/42	Thomas et al	High Efficiency Amplifier
405,768	June 30/42	Norgaard	Deflecting Circuit
405,905	July 7/42	Dolvaux	Protecting System
406,184	July 21/42	Mynall	Magnetic Focusing of Cathode Ray Tubes
406,352	July 28/42	Forstrom	Drive Mechanism
406,818	Aug. 18/42	Fyler	Signal Receiving System
407,504	Sep. 22/42	Dome	Automatic Background Control for Television
407,509	Sep. 22/42	Dome	Television Receiver
408,090	Oct. 20/42	McArthur	Electrical Discharge Device
408,225	Oct. 27/42	Beckner	Electrical Translating Circuit
408,226	Oct. 27/42	Hanson	Television Scanning
408,227	Oct. 27/42	Root	Audio Frequency Amplifier
408,228	Oct. 27/42	Thomas	Electron Discharge Amplifier
408,229	Oct. 27/42	Dome	Noise Limiting Circuit
408,809	Nov. 24/42	Gardiner	Oscillator
408,810	Nov. 24/42	Root	Amplifying System
408,974	Dec. 1/42	Gardiner	Voltage Regulator Circuit
409,155	Dec. 8/42	Goldman	Automatic Frequency Control
409,156	Dec. 8/42	Worcester	Amplifiers
409,319	Dec. 15/42	Gardiner	Voltage Regulator
409,445	Dec. 15/42	Gardiner	Amplifier Power Supply
409,923	Jan. 12/43	Dome	Muting Control
409,924	Jan. 12/43	Root	Amplifier
409,927	Jan. 12/43	Shea	High Frequency Receiver
410,084	Jan. 19/43	Brown	Automatic Gain Controlled Amplifier
410,211	Jan. 26/43	Root	Amplifier System
410,509	Feb. 9/43	Dome	Automatic Frequency Control
410,975	Mar. 9/43	Bartelink	Synchronizing System
410,976	Mar. 9/43	Fyler	Control Circuits
410,977	Mar. 9/43	Dome	Harmonic Transmission System
411,102	Mar. 16/43	Leeds	Parasitic Oscillation Elimination
411,242	Mar. 23/43	Thomas	Ultra High Frequency System
411,243	Mar. 23/43	Norgaard	Amplifier Coupling Circuit
411,422	Mar. 30/43	Arey	Magnetic Structure

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
411,423	Mar. 30/43	Deerhake	Frequency Conversion System
412,229	May 9/43	Moe	Television Synchronizing System
412,230	May 4/43	Bartelink	Image Transmission System
412,559	May 18/43	Deerhake	Television Apparatus
412,560	May 18/43	Dome	Amplifying System
412,562	May 18/43	Fyler	Noise Limiting Circuits
413,494	June 29/43	Root	Multiband Tuning System
413,495	June 29/43	Worcester	Converter Circuit
414,557	Aug. 17/43	Brown	Automatic Amplification Control
414,558	Aug. 17/43	Brown	Automatic Amplification Control
416,267	Nov. 9/43	Norgaard	Wide Band Amplifier
416,876	Dec. 7/43	Mayer	Superheterodyne Receiver
417,955	Jan. 25/44	Maynard	Resistance Networks for Amplifiers
417,956	Jan. 25/44	Kenefake	High Frequency Communication System
418,401	Feb. 15/44	Shea	Radio Receiver
418,514	Feb. 22/44	Bachman	Tone Control Means
419,010	Mar. 14/44	Root	Feedback Circuit
419,011	Mar. 14/44	Dome et al	Television Synchronizing System
419,013	Mar. 14/44	Dodger	Variable Inductance Device
419,540	Mar. 14/44	Yevian	Oscillation Generator
420,778	June 13/44	Maynard	Frequency Variation Response Networks
420,780	June 13/44	Baldwin	Frequency Measuring Device
420,781	June 13/44	Downey	Calibrating Device
421,233	July 4/44	Fyler	Electron Discharge Oscillation Generator
421,505	July 18/44	Dome	Tuning Indication System
422,093	Aug. 15/44	Mayer	Shielding for High Frequency Switches
422,205	Aug. 22/44	Alexanderson	Television System
422,454	Sep. 5/44	Brown et al	Control System
422,999	Oct. 3/44	Fyler	Electron Discharge Amplifiers
423,000	Oct. 3/44	Kenefake	Diode Rectifier Circuits
423,001	Oct. 3/44	Maynard	Radio Receiver
423,002	Oct. 3/44	Maynard	Voltage Indicating Circuit
423,403	Oct. 24/44	Worcester Jr.	Push Pull Circuit
423,767	Nov. 14/44	Foster	Electric Switch Mechanism
424,474	Dec. 19/44	Austin	Frequency Response Control Circuit
424,481	Dec. 19/44	Ford et al	Voltage Regulator
424,816	Jan. 2/45	Forstrom	Tuning Arrangement for Signalling System
424,819	Jan. 2/45	Boggs	Electric Discharge Device
424,923	Jan. 9/45	Dome	Noise Balancing
425,060	Jan. 16/45	Lyman	Synchronizing Pulse Separating System
425,061	Jan. 16/45	Root	Multi-band Receiving Circuit
425,062	Jan. 16/45	Norgaard	Wide Band Coupling for Transmission
425,182	Jan. 23/45	Van Billiard	Tuning System
425,547	Feb. 13/45	Wilcox	Electric Circuit
425,548	Feb. 13/45	Fyler	Gain Control Circuit
425,938	Mar. 6/45	Bamann	Rectifier for Portable Radios
426,199	Mar. 20/45	Summerhayes	High Frequency Coupling
427,168	May 1/45	Pancher	Carrier Wave Frequency Converter
428,503	July 3/45	Foster	High Frequency Transformer
429,268	Aug. 7/45	Bartelink	Multivibrators
429,385	Aug. 14/45	Root	Radio Receiver
429,386	Aug. 14/45	Downey	Crystal Oscillator Circuit
429,387	Aug. 14/45	Vrooman	Receiver Desensitizing Circuit

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
430,632	Oct. 16/45	Kaister	Decoupling Units
430,655	Oct. 16/45	Maxwell	Amplifier
431,168	Nov. 13/45	Deerhake	Remote Gain Control for Video Amplifiers
431,169	Nov. 13/45	Bachman	Hum Reducing Systems
431,170	Nov. 13/45	Kenofske et al	Signal Transmission System
431,353	Nov. 20/45	Maxwell	Electron Discharge Amplifier
431,356	Nov. 20/45	Lyman	Frequency Modulation Receiver
431,625	Dec. 4/45	Lyman	Sawtooth Wave Generator
431,627	Dec. 4/45	Downey	Oscillator Circuit
431,628	Dec. 4/45	Dome	Television Signal Translating Circuit
431,629	Dec. 4/45	Devine	Background Noise Suppressor
431,782	Dec. 11/45	Dome	Thermionic Amplifier
432,262	Jan. 1/46	Dome	Frequency Modulation Receiver
432,795	Jan. 29/46	Miner	Signal Reproducing Apparatus
433,000	Feb. 12/46	Worcester, Jr.	Noise Suppression Circuits
433,383	Mar. 5/46	Bachman	Tone and Volume Control Means
433,776	Mar. 26/46	Campbell	Noise Suppression Circuits
433,777	Mar. 26/46	Hansen	Cathode Ray Deflecting Means
434,046	Apr. 9/46	Aicher	Electrodes and their Fabrication
435,597	July 2/46	Young	High Frequency Receivers
435,598	July 2/46	Manke	Electric Coupling System
435,697	July 9/46	Haase	Apparatus for Converting Sound to Frequency Modulated Currents
435,698	July 9/46	Shea	Mutual Coupling
435,931	July 23/46	Austin	Mounting Means
437,592	Oct. 29/46	Gurevitsch	Ultra High Frequency Filter
437,593	Oct. 29/46	Korneke	Carrier Current Control System
438,011	Nov. 19/46	Lyman	Television Apparatus
294,290	Oct. 29/29	Mathieu	Cumulative Feeder Arrangement
295,945	Dec. 24/29	Wright; Smith	High Speed Signalling System using Light Sensitive Cell
295,946	Dec. 24/29	Smith	Multi-Stage Amplifier
295,947	Dec. 24/29	Trump	Amplifier for use with Repeater
296,391	Jan. 7/30	Green	Circuit with Negative Reactance to Compensate for Self-Inductance of Connecting Wire
297,053	Jan. 28/30	Green	Aerial Feeder System
297,056	Jan. 28/30	Conroy; Letts	Amplifier Eliminating A.C. Hum
297,268	Feb. 4/30	Conroy; Letts	Amplifier in which the Valves are heated by A.C.
297,777	Feb. 25/30	Wright	Method of Combining Signals in Multiple Aerial Receiving System
297,778	Feb. 25/30	Wright	Circuit for use with Light Sensitive Cells
298,641	Mar. 25/30	Wright; Smith	Ignition Screening System
298,642	Mar. 25/30	Round	Loudspeaker
298,636	Apr. 1/30	Round; West	Broadcasting Echo System
300,950	June 10/30	Franklin; Whistlecroft	Non-Interfering Ignition System
301,861	July 22/30	Linnell	Diaphragm for Loudspeaker
302,518	July 29/30	Round	Screen Grid Valve with Additional Electrode

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
302,519	July 29/30	Whistlecroft	Radio Bearing Indicator
302,774	Aug. 5/30	Franklin	Valve with Reduced Inter-Electrode Capacity
303,528	Sep. 2/30	Franklin	Aerial System for Long Distance Short Wave Signalling
303,529	Sep. 2/30	Franklin	Aerial System Comprising Plurality of Multi-Conductor Elements
303,817	Sep. 9/30	Wright	Transformer for Valve Filament Supply Circuit
304,181	Sep. 23/30	Green	Wheatstone Bridge Amplifying System
304,383	Sep. 30/30	Wright; Smith; Davis	Picture Telegraphy
304,384	Sep. 30/30	Round	Low Voltage Valve having Large Power Output
304,768	Oct. 14/30	Franklin	Aerial System Comprising Parabolic Reflectors
304,769	Oct. 14/30	Franklin	Aerial System Comprising a Plurality of Coupled Aerials
304,770	Oct. 14/30	Round	Picture Telegraphy
304,771	Oct. 14/30	Slee	Direction Finder
304,772	Oct. 14/30	Brown	Feeder Distribution Box
306,282	Dec. 2/30	Franklin; Green	Directive Aerial System
306,293	Dec. 2/30	Franklin	H.F. Feeder for Aerial System
307,145	Dec. 30/30	Smale	Time Control Device
307,400	Jan. 6/31	Round	Gramophone Pick-Up
307,875	Jan. 20/31	Wright	Frequency Control for Picture Telegraphy
307,876	Jan. 20/31	Wright	Facsimile Transmitter
308,112	Jan. 27/31	Wright; Smith	Photo Electric Cell Circuit for Picture Telegraphy
308,113	Jan. 27/31	Wright; Smith	Picture Telegraphy
308,114	Jan. 27/31	Wright	Drive for Facsimile Telegraphy
308,115	Jan. 27/31	Wright	Drive for Facsimile Telegraphy
308,673	Feb. 17/31	Round	Four-Electrode Valve
308,674	Feb. 17/31	Round	Carbon Microphone
309,027	Mar. 3/31	Franklin	Short Wave Length Aerial
309,028	Mar. 3/31	Franklin; Green	H.F. Coupling Device
309,029	Mar. 3/31	Franklin	Aerial System
309,030	Mar. 3/31	Franklin	Directional Aerial and Feeder System
309,234	Mar. 10/31	Wright; Smith	Aircraft Directional Receiving System
309,235	Mar. 10/31	Mathieu	Voice Controlled Radio Telephone Switching Means
309,690	Mar. 24/31	Round	Resistance-Capacity Coupled Amplifier
310,127	Apr. 7/31	Green	Directive Aerial System
310,128	Apr. 7/31	Smale	Double Slip Undulator
310,627	Apr. 21/31	Conroy; Letts	Gramophone Pick-Up
312,571	June 23/31	Wright	Time Period Device Independent of Temperature Variation
313,456	July 21/31	Smale	Limit Stop for Telegraphic Relays, Recorders, etc.
313,970	Aug. 4/31	Mathieu	Multiple Heterodyne Receiver
314,801	Sep. 1/31	Round	Screen Grid Valve
315,021	Sep. 8/31	Round	Four-Electrode Valve
315,225	Sep. 15/31	Eckersley	Aerial System
315,885	Oct. 6/31	Linsell	Gramophone Pick-Up
316,304	Oct. 20/31	Even	Compensation for Temperature Changes in Tuned Circuits
316,709	Nov. 3/31	Plebanski	Modulation System
317,005	Nov. 10/31	Even	Power Supply for Valves

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
317,226	Nov. 17/31	Barrow	Rejector Circuit
317,227	Nov. 17/31	Wright; Smith; Whistlecroft	Aeroplane Ignition System
317,228	Nov. 17/31	Wright	Coupling Device
317,418	Nov. 24/31	Mathieu	Automatic Regulating Device
318,041	Dec. 15/31	Mathieu	Regulating Device
319,806	Feb. 16/32	Wright; Rust	Microphone Coupling Device
320,137	Mar. 1/32	Plebanski	Filter
320,138	Mar. 1/32	Carr; Whistlecroft	Aircraft Telephone and Speaking Tube System
320,139	Mar. 1/32	Round	Carbon Microphone
320,786	Mar. 22/32	Wells	Absorber Modulation System
321,207	Apr. 5/32	Franklin; Robb; Golding	Fluid Cooled Valve
321,843	Apr. 26/32	Franklin	Valve with Solid Ribbed Control Electrode
321,844	Apr. 26/32	Lunnon	Adjustable Feed Back Transmitter Circuit
322,055	May 3/32	Woods	Direction Finder Aerial
322,056	May 3/32	C.G. Kemp; L.G. Kemp	Push Pull Frequency Multiplier
322,462	May 17/32	Franklin	H.F. Control
322,463	May 17/32	Mathieu	High Speed Transmitter
322,658	May 24/32	Furnival; Bubb	D.F. Beacon
322,844	May 31/32	Round	Portable Receiver
323,254	June 14/32	Round	Loudspeaker
323,685	June 28/32	Linsell	Electrostatic Temperature Corrector
323,686	June 28/32	Lunnon	Absorber Keying System
324,120	July 12/32	Woods	D.F. for operation over a Plurality of Wavelength Ranges
324,121	July 12/32	Eckersley	Short Wave D.F.
324,122	July 12/32	Mathieu; Puckle	Multiplex Transmission
324,123	July 12/32	Plebanski	Antistatic Receiver
324,318	July 19/32	Round	Cascade Amplifier
324,736	Aug. 2/32	Hodgson	Telegraph and Telephone Transmitter
324,957	Aug. 9/32	Round	Microphone
324,958	Aug. 9/32	Eckersley	Short Wave D.F.
324,959	Aug. 9/32	Round; Turner	H.F. Amplifier
325,719	Sep. 6/32	Franklin; Witt	Temperature Compensated Oscillator Circuit
326,153	Sep. 20/32	Franklin	Transmitting Valve with Flexible Grid Support
327,434	Nov. 8/32	Letts	High Speed Switching for Radio Telephony
327,435	Nov. 8/32	Wells	Beam Aerial
328,035	Nov. 29/32	Rust	Transformer Winding
328,452	Dec. 13/32	Green	H.F. Transmitter
329,031	Jan. 3/33	Mathieu; Isted	Automatic Gain Control
329,482	Jan. 17/33	Hogelsberger	Directional Aerial
329,793	Jan. 31/33	Tweed	Facsimile Transmission with Conductive Message Form
329,794	Jan. 31/33	Smith	Facsimile Transmission and Reception Synchronizing
329,795	Jan. 31/33	Witt; Franklin	S.W. Oscillation Generator
330,172	Feb. 14/33	Hodgson	Microphone Transformer
330,173	Feb. 14/33	Plebanski	Automatic Control Device
330,897	Mar. 14/33	Round	Carbon Microphone
331,455	Apr. 4/33	Appleton	Alarm Device
331,640	Apr. 11/33	Brett	Glow Discharge Lamp

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
331,641	Apr. 11/33	Ditcham	Modulation System
332,000	Apr. 25/33	Keall	Amplifier Output Control
332,296	May 9/33	Parkin	Multi-Range Wave Meter
332,297	May 9/33	Mathieu	Superheterodyne Receiver
334,469	Aug. 1/33	Round	Long Wave Aerial
335,060	Aug. 22/33	Green	H.F. Oscillating or Amplifying Circuit
336,279	Oct. 10/33	Argyle	Superheterodyne Receiver
336,280	Oct. 10/33	Hodgson	Oscillation Generator
336,281	Oct. 10/33	Brett	Glow Discharge Tube
337,478	Nov. 28/33	Turner	L.F. Amplifier
337,479	Nov. 28/33	Wells	Shielded Transmitting and Receiving Aerials
337,633	Dec. 5/33	Round	Modulation System
337,807	Dec. 12/33	Round	H.F. Amplifier
337,985	Dec. 19/33	Wells	Feeder System
337,986	Dec. 19/33	Appleton	Oscillation Generator
338,660	Jan. 16/34	Linsell	Gramophone Pick-up and Reproducer
338,841	Jan. 23/34	O'Donovan	Thermostatic Relay for Rectifier Protection
339,041	Jan. 30/34	Hills	Automatic Alarm Device
339,212	Feb. 6/34	Thompson;Conroy	Remote Control Device
339,351	Feb. 13/34	C.G. Kemp; L.G. Kemp	Superheterodyne Receiver
339,825	Mar. 6/34	Puckle	Substitute for Chokes in Ultra S.W. Transmitters and Receivers
339,826	Mar. 6/34	Brett	Ultra H.F. Oscillator
339,827	Mar. 6/34	Landale	Self-oscillating Rectifier Circuit
340,021	Mar. 13/34	Wright	Cable Telegraph and Telephone Transmission System
340,927	Apr. 17/34	Rust	Modulation System
341,633	May 15/34	Brett Herriott	Glow Discharge Lamp and Method of Cooling
341,795	May 22/34	Davis; Quick	Lighting of Signal Lamps at Air Fields
341,934	May 29/34	Robinson	Field-less Inductance Coil
342,082	June 5/34	Rust	Constant Impedance Network for Frequency Correction
342,595	June 26/34	Parkin	Electro-chemical Telegraph Recorder
342,770	July 3/34	Dowsett	Television Scanning
342,771	July 3/34	Dowsett	Facsimile and Television News Bulletin Transmission and Reception
342,772	July 3/34	Dowsett;Cadzow	Television Scanning with Cathode Ray Tube
342,773	July 3/34	Dowsett; Levin	Television Multiple Scanning
342,774	July 3/34	Dowsett;Walker	Television Scanning
342,775	July 3/34	Dowsett;Cadzow	Television with Cathode Ray Tube
342,776	July 3/34	Dowsett	Television Reception
342,777	July 3/34	Cadzow	Television Reception
342,778	July 3/34	Levin;Walker	Television Mirror Wheel
342,779	July 3/34	Dowsett;Walker	Facsimile and Television Synchronising
342,962	July 10/34	Dowsett;Walker; Levin	Television Scanning
342,963	July 10/34	Dowsett; Plaistowe	Television Transmission and Reception with Optional Vertical or Horizontal Scanning
342,964	July 10/34	Dowsett; Plaistowe	Television D.F. System
342,965	July 10/34	Dowsett;Cadzow	Television Transmission and Reception without Scanning
342,966	July 10/34	Dowsett;Walker	Television Scanning

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
342,967	July 10/34	Dowsett;Walker	Television News Bulletin Transmission and Reception
343,138	July 17/34	Kemp; Walker; Goodenough	Television Reception Amplifier
343,361	July 24/34	Dowsett;Levin; Plaistowe	Television Scanning
344,877	Sep. 25/34	Ditcham	H.F. Modulated Carrier Wave Transmitter
345,036	Oct. 2/34	Plaistowe	Amplifier Coupling System
345,037	Oct. 2/34	Wells; Green	S.W. Directional Aerial
345,171	Oct. 9/34	Witts	Tunable Band Pass Filter
345,349	Oct. 16/34	Linsell	Receiver for use adjacent an Internal Combustion Engine
345,350	Oct. 16/34	Rust;O'Neill	Super-regenerative Receiver
345,649	Oct. 30/34	Linsell	Aircraft D.F. Transmission Aerial
345,650	Oct. 30/34	Parkin;Webb	Wave Meter
345,651	Oct. 30/34	Bird	Dummy Load and Impedance Matching Device
345,652	Oct. 30/34	Rust	Negative Resistance Oscillation Generator
345,653	Oct. 30/34	Ditcham	Modulated Carrier Wave Transmitter
345,816	Nov. 6/34	Hinton	Tunable Resonant Circuit
345,982	Nov. 13/34	Dowsett;Kemp	Television D.F. Reception
345,983	Nov. 13/34	Lunnon;Trump	Modulated Carrier Wave Transmitter
345,984	Nov. 13/34	Price	Modulation System dealing with Wide Range of Frequencies
345,985	Nov. 13/34	Rust; Brett	Valve with Input-output Electrode Self-capacity Eliminated
346,343	Nov. 27/34	Wright; Brett	Photophone System
346,504	Dec. 4/34	Linsell	Visual Information System for Navigation
347,006	Dec. 25/34	Green	H.F. Circuit
347,007	Dec. 25/34	Plebanski	Modulated Carrier Wave Transmitter
347,169	Jan. 1/35	Wassell	H.F. Transmitter
347,523	Jan. 15/35	Franklin	S.W. Directional Aerial
347,524	Jan. 15/35	Herriott	Liquid-cooled Glow Discharge Lamp
347,525	Jan. 15/35	Rust	Frequency Selective Circuit for Broadcast Reception
347,684	Jan. 22/35	Ditcham	Modulated Carrier Wave Transmitter
347,685	Jan. 22/35	Ditcham	Modulated Carrier Wave Transmitter
347,686	Jan. 22/35	Ditcham	Modulated Carrier Wave Transmitter
348,159	Feb. 12/35	Quilter	Modulated Carrier Wave Transmitter
348,160	Feb. 12/35	Murphy	Two-way Telephone Terminal Equipment
348,466	Feb. 26/35	Round	Amplification Control
348,467	Feb. 26/35	Lunnon;Wassell	Absorber Modulation and Keying System
348,468	Feb. 26/35	Woods	Directional Receiver and D.F.
348,469	Feb. 26/35	Mathieu	"Skeleton" Transmission Reflector Aerial System
348,826	Mar. 12/35	Green; Robb	H.F. Amplifier and Oscillation Generator
348,827	Mar. 12/35	Green	Multi-Valve Amplifier
349,573	Apr. 16/35	Smith; Tweed	Constant Frequency Periodic Device
349,743	Apr. 23/35	Dowsett;Cadisch	Television D.F. System
349,744	Apr. 23/35	Franklin;Green	Liquid-cooling System for H.F. Valves
350,079	May 7/35	Brett	Kerr Cell
350,080	May 7/35	Dowsett;Kemp	Television Transmission Multiple Scanning
350,081	May 7/35	Dowsett; Goodenough	Television Scanning Mirror Wheel Adjustment
350,402	May 21/35	Linsell	Ultra Short Modulated Carrier Wave Transmitter
350,403	May 21/35	Ledner	Cathode Ray Tube with Plurality of Deflect... Means

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
350,705	June 4/35	Mathieu	Ultra Short Wave Transmitter
350,706	June 4/35	Green	S.W. Beam Aerial
350,707	June 4/35	Rust	Wheatstone Bridge Modulation System
350,708	June 4/35	Rust	Negative Resistance Oscillation Generator
350,709	June 4/35	Wassell	Piezo-electric Crystal Oscillation Generator
350,710	June 4/35	Mathieu	Ultra Short Wave Receiver
350,711	June 4/35	Mathieu	Two-way Telephone System
351,160	June 25/35	Linsell	Automatic Gain Control for Superheterodyne Receiver
351,673	July 16/35	Dowsett	Television Reception Scanning
351,674	July 16/35	Dowsett	Television Multiple Scanning
351,675	July 16/35	Plaistowe	Television Transmission and Reception Synchronizing
351,676	July 16/35	Witte	Multiplex Modulated Carrier Wave Transmission
351,677	July 16/35	Appleton; Plaistowe	Television Reception Circuit with Modulated Arc Light Source
352,158	Aug. 6/35	Dowsett;Walker	Television D.F. System
352,159	Aug. 6/35	Ditcham	Modulated Carrier Wave Transmitter
352,160	Aug. 6/35	Herriott	Kerr Cell
352,161	Aug. 6/35	Stokes	Push-pull Amplifier
352,475	Aug. 20/35	Walker	Television Transmission and Reception Synchronizing
352,476	Aug. 20/35	Plebanski	Directional Aerial and Receiving System
352,765	Sep. 3/35	Rust	Band Pass Filter
353,191	Sep. 24/35	Dowsett;Walker	Television Amplifier
353,192	Sep. 24/35	Smith;Eckersley	Television D.F. System
353,193	Sep. 24/35	Bost	Absorber Type H.F. Transmitter
353,194	Sep. 24/35	Brett	Glow Discharge Tube
353,195	Sep. 24/35	Ladner	Modulation of Magnetron Oscillation Generator
353,196	Sep. 24/35	Parkin	Oscillation Generator
353,197	Sep. 24/35	Collings	Voltage Measuring and Indicating Device (Modulation)
353,198	Sep. 24/35	Dowsett;Walker	Television D.F. Transmission
353,776	Oct. 29/35	Linsell	S.W. Receiver
353,777	Oct. 29/35	Dowsett; Goodenough	Facsimile and Television Reception Circuit
353,778	Oct. 29/35	Linsell	Super-regenerative Modulated Carrier Wave Receiver
353,779	Oct. 29/35	Dowsett;Levin	Television Receiver
353,927	Nov. 5/35	Dowsett;Walker	Television Scanning
354,522	Dec. 3/35	Dowsett;Walker; Cadzow	Television D.F.
354,652	Dec. 10/35	Wilson; Murphy	Secret Radio Telephone Transmitter
354,653	Dec. 10/35	Dowsett;Cadzow	Cathode Ray Television Transmitter
354,793	Dec. 17/35	Bingham	Cathode Ray Tube
355,028	Dec. 31/35	Davis	H.F. Carrier Wave Transmission System for Television, etc.
355,752	Feb. 4/36	Ditcham	Modulated Carrier Wave Transmitter
355,753	Feb. 4/36	Linsell	Automatic Volume Control
355,754	Feb. 4/36	Linsell	Uni-controlled Receiver with Ferro-magnetically Cored Inductances
356,766	Mar. 24/36	Plebanski	Modulation and Keying System
356,767	Mar. 24/36	Tringham	Modulation Monitoring
357,285	Apr. 21/36	Smith	Cathode Ray Facsimile Transmission and Reception

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
357,286	Apr. 21/36	Young	Time Period Device
357,422	Apr. 28/36	Dowsett;Walker	Television Transmission and Reception
357,930	May 19/36	Mathieu	Ultra Short Carrier Wave Transmitter
358,938	July 7/36	Wassell	Two-way Radio Telephone System
361,339	Aug. 27/36	Wright	Filter Circuit and Resistance Unit
361,360	Aug. 27/36	Privett	Valve Cooling System
362,378	Dec. 8/36	Davis; Green; Ball	Fluid-cooled H.F. Amplifier
362,580	Dec. 29/36	Benham; Young	Cathode Ray Tube
362,752	Dec. 22/36	Rust; O'Neill	Variably Tunable Band Pass Circuit
363,162	Jan. 5/37	Linsell	S.W. Transmitter
363,163	Jan. 5/37	Walker;Benham	Cathode Ray Television Receiver
363,814	Feb. 2/37	Stewart	Supply Circuit for Photo-electric Cells, etc.
363,815	Feb. 2/37	Young	Indirectly Heated Electron Emitting Cathode for Cathode Ray Tube
363,816	Feb. 2/37	Myers	Light Controlling Device for Television Receivers
364,296	Feb. 23/37	Rust	Telegraphone System for Production of Echo Effects in Broadcasting Studios
364,905	Mar. 23/37	Eckersley	Fading Elimination
365,201	Apr. 6/37	Levin	Television Scanning using Telephoto Lenses
365,808	Apr. 4/37	Franklin	Directional Receiving System giving Visible Directional Indications
365,976	Apr. 11/37	Rust	Screened Tuned Circuit Unit
365,977	Apr. 11/37	Mathieu	Directional Transmitter and Aerial Feeder System for Navigation Purposes
366,658	June 8/37	Rust	H.F. Oscillator for Homodyne and Self-tuning Receivers
366,779	June 15/37	Goodenough	Amplifier for use with Kerr Cell
366,803	June 15/37	Rust;Brailsford	Remotely controllable Superheterodyne Receiver
366,804	June 15/37	Keall	Amplifier and Oscillation Generator
366,805	June 15/37	Wright; Rust	Tuned Oscillation Generator
368,518	Sep. 7/37	Trump	Automatic Grid Bias for Modulated Carrier Wave Transmitter
369,731	Nov. 9/37	Young	Cathode Ray Television Receiver Modulation Circuit
370,374	Dec. 7/37	Keall	Modulated Carrier Wave Frequency Multiplier
370,512	Dec. 14/37	Murphy	Single Side Band Receiver
370,955	Jan. 4/38	Plebanski	Selective Band Pass Amplifier
370,983	Jan. 4/38	Ditcham	Modulated Carrier Wave Transmitter
371,131	Jan. 11/38	Young; Myers	Cathode Ray Tube with Interposed Controlling Electrode
371,457	Jan. 25/38	Dowsett;Walker	Television Scanning using Cylindrical Lenses
371,458	Jan. 25/38	Dowsett;Cadzow	Cathode Ray Television Reception
372,769	Mar. 29/38	Smith	D.F. System using Insulated Metal Mast
372,770	Mar. 29/38	Rust; Tweed	Telegraphone Recording Device
372,918	Apr. 5/38	Whistlecroft	Aircraft Aerial Earthing Switch
373,935	May 24/38	Banks	Saw-tooth Wave Impulse Generator
374,203	June 7/38	Rust	Microphone Circuit
374,204	June 7/38	Rust	Cable System for Television Transmission
374,205	June 7/38	Banks	Saw-tooth Wave Oscillation Generator
374,371	June 14/38	Parkin	Crystal Arrangement providing Continuously Variable Frequency
374,342	June 21/38	Ditcham	Modulated Carrier Wave Transmitter

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
374,543	June 21/38	Clough	Automatic Signal Generating System for Navigation
374,544	June 21/38	Rust	Aerial Lead-in for Short or Longer Wave Reception
374,545	June 21/38	Young	Cathode Ray Tube
374,546	June 21/38	Brett;Wright	Electron Beam Valve and Automatic Gain Control Circuit
374,547	June 21/38	Kemp	Cathode Ray Television Reception using plurality of small Light Sources and associated Photo-electric Cells
374,548	June 21/38	Witts	Superheterodyne Receiver Image Frequency Suppression
375,317	July 26/38	Myers; Goodenough	Light Valve for Reproduction of Large Television Pictures
375,318	July 26/38	Wassell;Wykes	Two-way Telephone System with Automatic Blocking
375,482	Aug. 2/38	Rust; Brett	Electron Beam Valve
376,834	Oct. 4/38	Murphy	Terminal Arrangement for Two-way Telephone System
376,835	Oct. 4/38	Rust; Tweed	Telegraphone Recording or Pick-up Device
376,945	Oct. 11/38	Murphy	Control Circuit for Two-way Telephone System
377,147	Oct. 18/38	Bell	Multi-vibrator Circuit suitable for Television Synchronization and other purposes
377,148	Oct. 18/38	Bell	Oscillation Generator
377,365	Nov. 1/38	Rust; Murphy	Tunable H.F. Amplifier
377,409	Nov. 1/38	Brett	Electron Beam Valve
377,410	Nov. 1/38	Rust	Gang-controlled Receiver
377,411	Nov. 1/38	Wright	Homodyne Receiver
377,683	Nov. 15/38	Wright	Impulse Generator
377,684	Nov. 15/38	Brett	Piezo-electric Crystal mounted in Container filled with Hydrogen
377,685	Nov. 15/38	Walden	Modulated Carrier Wave Transmitter
377,686	Nov. 15/38	Kemp;Plaistowe	Television D.F. System
377,687	Nov. 15/38	Rust	Band Pass Filter
377,937	Nov. 29/38	Wright	Distortionless Amplifier
378,544	Dec. 27/38	Clough; Green	Modulated Carrier Wave Transmitter
379,894	Mar. 7/39	Witt	H.F. Concentric Cable
381,397	May 16/39	Cockerell	Amplitude Modulation of Television and Like Signals
381,537	May 23/39	Wright	Cathode Ray D.F. Reception
382,229	June 20/39	Wright	Homodyne Receiver
382,450	July 4/39	Banks	Cathode Ray Television Transmission
382,583	July 11/39	Myers	Television Reception Translating Device
383,226	Aug. 8/39	Wright	Homodyne Receiver
383,227	Aug. 8/39	Dowsett;Cadzow	Projection of large Television Image
383,321	Aug. 8/39	Murphy	Band Pass Filter
383,322	Aug. 8/39	Wright	Homodyne Receiver
383,819	Sep. 5/39	Rust	I.F. Amplifier
383,820	Sep. 5/39	Ditcham	Modulated Carrier Wave Transmitter
383,821	Sep. 5/39	Ditcham	Modulated Carrier Wave Transmitter
383,822	Sep. 5/39	Green	Modulated Carrier Wave Transmitter
384,243	Sep. 26/39	Myers; Cadzow	Cathode Ray Tube Oscillograph
384,244	Sep. 26/39	Bown	Insulator for Concentric Cable

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
384,245	Sep. 26/39	Plebanski	H.F. Reaction Amplifier
384,339	Sep. 26/39	Benham	Magnetron Oscillation Generator
384,783	Oct. 24/39	Young	Time Base and Switching Circuit
384,824	Oct. 24/39	Appleton	Inductance Coil
384,967	Nov. 7/39	Banks	Cathode Ray Deflection
384,968	Nov. 7/39	Dowsett;Walker	Television Transmission and Reception Combined Horizontal and Vertical Scanning
384,969	Nov. 7/39	Linsell	Receiver for Television and Sound Signals
384,970	Nov. 7/39	Linsell	Television Receiver with Protected Cathode Ray Tube
384,971	Nov. 7/39	Plebanski	D.F. Receiver with Cathode Ray Tube Indicator
385,884	Dec. 26/39	Wright	Cathode Ray Tube Television Reproduction
385,964	Dec. 26/39	Wright	Homodyne Receiver
386,461	Jan. 23/40	Wright	Homodyne Receiver
386,462	Jan. 23/40	Wright	Homodyne Receiver
386,585	Jan. 30/40	Smith	Equisignal Radio Beacon
386,586	Jan. 30/40	Keall	Automatic Frequency Control
386,698	Feb. 6/40.	Dowsett;Walker	Kerr Cell
386,699	Feb. 6/40	Banks	Cathode Ray Tube
386,968	Feb. 20/40	Wright	Back-coupled Oscillation Generator
386,969	Feb. 20/40	Rust	Remote Tuning Control and Feeder for Reception
386,970	Feb. 20/40	Bell	Regenerative Oscillation Generator
387,225	Mar. 5/40	Young	Cathode Ray Deflection
387,226	Mar. 5/40	Walden	Beat Frequency Oscillation Generator
387,227	Mar. 5/40	Kemp	Television D.F. System for Blind-flying Aircraft Landing
387,228	Mar. 5/40	George	Oscillation Generator
387,752	Apr. 2/40	Wright;Brett	Electron Gun for Cathode Ray and Electron Beam Tubes
387,875	Apr. 9/40	Linsell	Television Receiver for Reception from Transmitters with different Scanning Line Frequencies
387,876	Apr. 9/40	Clough; Green	Series Modulation
387,877	Apr. 9/40	Clough; Green	Series Modulation
387,878	Apr. 9/40	Rust	Automatic Frequency Control
387,962	Apr. 9/40	Ditcham	Modulated Carrier Wave Transmitter
388,367	Apr. 30/40	Kemp	Blocking Oscillator and Time Base Circuit
388,517	May 7/40	Linsell	Cathode Ray Television Receiver with Tuning Indicator
388,518	May 7/40	Davis; Green; Keall	Valve Arrangement for S.W. Transmitter
388,519	May 7/40	Plebanski	Frequency Mixing and Modulating Circuit
388,520	May 7/40	Clough	A.C. Amplifier
388,521	May 7/40	Banks	Electron Multiplier and Amplifier
388,951	May 28/40	Rust; Ramsay	Tuning Arrangement for Aerial and Receiver in Combination with H.F. Cable
389,128	June 4/40	Beauland	Automatic Gain Control
389,432	June 18/40	Myers	Piezo-electric H.F. Voltmeter
389,433	June 18/40	Brailsford	Manual and Automatic Gain Control
389,580	June 25/40	Keall	Wide Range Amplifier
389,581	June 25/40	Keall	Automatic Modulation Monitoring
389,582	June 25/40	Fewings	Saw-tooth Wave Oscillation Generator
389,583	June 25/40	Fallows	Direct-reading Cathode Ray D.F. System
390,320	July 30/40	Wright; Rust	Remote Tuning Control and H.F. Cable

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
390,321	July 30/40	Kemp; Mason	Kerr Cell
390,322	July 30/40	Brailsford; O'Neill	H.F. Variable Artificial Line
390,323	July 30/40	Keall	Automatic Frequency Control
390,813	Aug. 20/40	Young	Cathode Ray Tube
390,814	Aug. 20/40	Wright	Homodyne Receiver
390,815	Aug. 20/40	Witte	Automatic Tone Control
390,816	Aug. 20/40	Plebanski	Directional Receiving System
390,817	Aug. 20/40	Wells	Half Wave Aerial
391,480	Sep. 24/40	Witte	H.F. Oscillation Generator
391,537	Sep. 24/40	Kemp	Time Base Circuit
391,626	Oct. 1/40	Rust	Variable Reaction Circuit
391,627	Oct. 1/40	Brailsford	Cathode Heating - Elimination of "hum" or "ripple"
391,710	Oct. 1/40	Rust; Keall	Reflex Reception Circuit
392,032	Oct. 22/40	Brett	Gas-filled Cathode Ray Tube
392,307	Nov. 5/40	Rust	Crystal Bridge-type coupling Circuit
392,394	Nov. 5/40	Mathieu	Directional Transmitting System for Navigation
392,455	Nov. 12/40	Smith	D.F. Receiving System
392,456	Nov. 12/40	Linsell	Television Receiver
392,583	Nov. 10/40	Dowsett; Walker	Television Transmitter
393,486	Dec. 31/40	Franklin	S.W. Transmission Aerial
393,487	Dec. 31/40	Franklin	Aerial Feeder System
394,252	Jan. 28/41	Plebanski	Modulated Carrier Wave Transmitter
394,407	Feb. 4/41	Banks	High Fidelity Microphone
394,537	Feb. 11/41	Ditcham	Modulated Carrier Wave Transmitter
394,538	Feb. 11/41	Keall; Smith	Crystal mounted in Evacuated Envelope
395,982	Apr. 22/41	Keall	Automatic Frequency Control
396,182	Apr. 29/41	Brett; Banks	Cathode Ray Tube for Television Reception
396,341	May 6/41	Keall	Regulation of Grid Bias for Direct-coupled Amplifiers
396,342	May 6/41	Keall	Low Frequency Amplifier
396,343	May 6/41	Goodenough	Band Pass Filter
396,488	May 13/41	Banks	Electron Multiplier
396,489	May 13/41	Banks	Electron Multiplier
396,490	May 13/41	Rust; Levin	Tuning Indicator and Scale
397,254	June 17/41	O'Neill	Modulated Carrier Wave Receiver
397,255	June 17/41	Davis; Robb; Craymer	Variable Inductance for S.W. Transmitter
397,424	June 24/41	Clough	H.F. Modulation
398,109	July 22/41	Robb	H.F. Concentric Cable Connection System
398,110	July 22/41	Keall	Frequency Multiplying Circuit
398,268	July 29/41	Armstrong	Receiver with Controllable Reaction
398,413	Aug. 5/41	Smith	D.F. Aerial System
398,414	Aug. 5/41	Sturley	Noise Suppression Circuit
398,579	Aug. 12/41	Levin	Cathode Ray Tube
398,580	Aug. 12/41	Levin	Cathode Ray Tube
398,581	Aug. 12/41	Smith; Green	D.F. Aerial System
399,002	Sep. 2/41	Wassell	Modulated Carrier Wave Transmitter of Suppressed Carrier Type
399,003	Sep. 2/41	Brett	Mechanico-electrical Translator
399,160	Sep. 9/41	Brett	Electron Beam Tube for generating Ultra H.F. Oscillations
399,480	Sep. 23/41	Kemp; Fewings	Synchronizing Signal Separation Circuit

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
400,234	Oct. 28/41	Linsell	Ultra H.F. Modulation
400,235	Oct. 28/41	Plaistowe; Fewings	Time Base Circuit
400,417	Nov. 4/41	Clough	Beacon Control System
400,617	Nov. 11/41	Falloon	D.F. Pulse Generator
400,618	Nov. 11/41	Keall; Rust	Automatic Selectivity and Frequency Control
400,811	Nov. 18/41	Rust;Goodenough	Multi-stage Amplifier
400,812	Nov. 18/41	George	H.F. Telegraph Transmitter
400,813	Nov. 18/41	Linsell	Superheterodyne Receiver
400,956	Nov. 25/41	Banks	Grid-controlled Electron Multiplier
402,003	Jan. 6/42	Guanella	Phase and Polarity Reversing Network
402,177	Jan. 13/42	Guanella; Lattmann	Automatic Fine Tuning System
402,178	Jan. 13/42	Guanella; Lattmann	Automatic Fine Tuning System
402,328	Jan. 20/42	Wright	Electron Beam Valve Oscillator
403,060	Feb. 24/42	Bell	Frequency Divider
403,202	Mar. 3/42	Myers	Cathode Ray Tube for Television Reception
403,339	Mar. 10/42	Wright; Brett; Rust	Electron Beam Amplifier
403,340	Mar. 10/42	Brett	Electron Multiplier
403,341	Mar. 10/42	Linsell	Electron Multiplier
403,476	Mar. 17/42	Twatt	Modulated Carrier Wave Transmitter
403,625	Mar. 24/42	Banks	Electron Multiplier
404,067	Apr. 14/42	Wassell;Crannon	Remote Control
404,229	Apr. 21/42	Young	Grid Construction
404,668	May 12/42	Rust; Brett	Electron Beam Amplifier
404,669	May 12/42	Brett	Electron Beam Valve
404,670	May 12/42	Bell	Low "Noise" Level Valve
404,832	May 19/42	Banks	Temperature-responsive Variable Reactance
405,632	June 23/42	Wrig t	Navigation-Aiding System
405,633	June 23/42	Brailsford	Automatic Frequency Control
405,634	June 23/42	Brett; Smith	Electron Beam Valve
405,779	June 30/42	Brett	Electron Beam Valve
406,500	Aug. 4/42	Cockerell	D.F. Receiver with Cathode Ray Indicator
406,501	Aug. 4/42	Plaistowe	Apparatus for Detecting Aircraft
406,502	Aug. 4/42	Furnival;Witt	Orientator for D.F. Reception
406,679	Aug. 11/42	Rust;Brailsford	I.F. Amplifier and Filter
407,270	Sep. 8/42	Rust	Low Loss H.F. Coil
407,529	Sep. 22/42	Rust;Goodenough	Adjustable Band Pass Filter
407,530	Sep. 22/42	Rust;Brailsford	Negative Resistance Circuit
407,676	Sep. 29/42	Green	Oscillation Generator and Amplifier
407,811	Oct. 6/42	Myers	Cathode Ray Tube Electron Multiplier
408,097	Oct. 20/42	Van de Velde	Colour Television Receiver
408,233	Oct. 27/42	Tringham	Modulated Carrier Wave Television Transmitter
408,234	Oct. 27/42	Clough; Green	Floating Carrier Transmitter
408,235	Oct. 27/42	Moodey;Staines	Floating Carrier Transmitter
408,236	Oct. 27/42	Plebenski	Side Band Suppression System
408,237	Oct. 27/42	Clough	Modulator Circuit
408,814	Nov. 24/42	Ramsay	Remotely-controllable Tuning
409,620	Dec. 29/42	Rust; Brett	Electron Beam Valve
409,621	Dec. 29/42	Rust; Brett	Electron Beam Valve
409,784	Jan. 5/43	Falloon	Phase-difference Measurement
411,105	Mar. 16/43	Brett	Electron Beam Oscillator Valve
412,399	May 11/43	Kemp	Visually-indicating D.F.

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
412,400	May 11/43	Wassell	Multi-valve Telegraph Transmitter
412,565	May 18/43	Rust	H.F. Reaction Receiver Circuit
412,726	May 25/43	Banks	Electron Multiplier Circuit
412,727	May 25/43	Böhm	Directional Aerial System
412,728	May 25/43	Böhm	Directional Aerial System
413,190	June 15/43	Ditcham	Modulated Carrier Wave Transmitter
413,664	July 6/43	Rust; Keall	Automatic Frequency Control
413,993	July 20/43	Guanella	Distance Measurement System
414,250	Aug. 3/43	Guanella	D.F. employing Two Antennae
414,433	Aug. 10/43	Fewings	Saw-tooth Wave Oscillation Generator
414,434	Aug. 10/43	Smith; Forbes	Navigation-aiding Receiver giving Visual and Aural Indications
414,567	Aug. 17/43	Brailsford	Automatic Gain Control
414,568	Aug. 17/43	Wells; Ladner	Aerial Feeder System
414,569	Aug. 17/43	Robb; Furnival; Witt	Equisignal Beacon Aerial System
414,684	Aug. 24/43	Clough	Multiphase Rectifier Circuit
414,685	Aug. 24/43	Plaistowe	Television Receiver
414,686	Aug. 24/43	Cockerell	D.F. Receiving System employing Visual Indication
415,268	Sep. 21/43	Falloon	Directional Transmission and Reception
415,599	Oct. 5/43	Cockerell	Radiogoniometer
415,745	Oct. 12/43	Böhm	Directional Aerial
415,746	Oct. 12/43	Cockerell	D.F. Receiver
416,135	Nov. 2/43	Witt; Robb	Equi-signal Beacon
416,136	Nov. 2/43	Brett	Electron Beam Relay
417,815	Jan. 18/44	Plaistowe	Television Reception Synchronizing Signal Separation
417,984	Jan. 25/44	Robinson	Flexible H.F. Cable
417,985	Jan. 25/44	Keall	Multi-stage Amplifier
417,986	Jan. 25/44	Plaistowe	Delay-compensating means for Television Transmitters
419,306	Mar. 28/44	Levin	Television Reproducer Tube
421,109	June 27/44	Clough	Absorber Keying Circuit
421,241	July 4/44	Green	H.F. Transforming Network
422,102	July 15/44	Zepler	Filter and Decoupling Circuit
422,103	July 15/44	Banks	Electron Multiplier
422,611	Sep. 12/44	Cockerell	D.F. Receiver
422,893	Sep. 26/44	Benjamin	Seal for Screw Heads
423,110	Oct. 10/44	Jardan	Baked Enamel Finish
424,460	Dec. 19/44	Bubb	Split Reed Synchronous Vibrator
425,483	Apr. 3/45	Telfer	Variable Volume Control
426,520	Apr. 3/45	Rust; Goodenough	Band Pass Filter
429,556	Aug. 21/45	Polydoroff	Insulated Inserts for Magnetic Cores
430,380	Oct. 2/45	Banks	Electron Multiplier Circuits
430,907	Oct. 30/45	Guanella & Lattmann	Tuning Indicator
432,251	Jan. 1/46	Green	Radio Signalling Apparatus
432,925	Jan. 15/46	Moon	Device for Measuring Angles
433,889	Apr. 2/46	Apperley	High Speed Telegraph Systems
433,893	Apr. 2/46	Green	Carrier Wave Transmitter
436,355	Aug. 13/46	Benjamin	Rocker Arms and Bearings
436,499	Aug. 20/46	Rust	Discriminator Circuits for use in A.F.C. Systems

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
436,300	Aug. 20/46	Guanella	Electrical Oscillations Translating System
436,501	Aug. 20/46	Hyde	Rotation Indicator for Rotatable Spindles
437,213	Oct. 1/46	Fewings	Television Synchronising Impulse Separator Circuits
438,209	Nov. 26/46	Moon	Lighting of the Scales of Indicating Instruments
439,186	Jan. 14/47	Young	Heat Transferring Means for Thermionic Discharge Apparatus
287,694	Mar. 5/29	Skellett; Zworykin	Frequency Responsive Crystal Relays
290,783	June 25/29	Goldsborough	Pressure-Distributing Devices
294,492	Nov. 5/29	Piersol	Oscillation Generators
296,6[illegible]	Jan. 14/30	Jarvis	Amplifying System
296,632	Jan. 14/30	Balsley	Signalling System
296,634	Jan. 14/30	Beers	Connecting Device
298,841	Apr. 1/30	Hanna	Vibratory Systems
301,408	June 24/30	Brown	Amplifying System
301,420	June 24/30	High	Loudspeakers
301,421	June 24/30	Hanna	Loudspeakers
301,422	June 24/30	High	Translating Device
301,424	June 24/30	Brindley	Current Distribution System
301,425	June 24/30	Davis	High Frequency Radio Circuit
301,651	July 1/30	Hitchcock	Oscillation Generators
301,864	July 8/30	Landon	Coupling System
301,865	July 8/30	Landon	Radio Receiving System
301,866	July 8/30	Zworykin	Oscillation Generators
302,982	Aug. 12/30	Bateel	Radio Receiving Systems
302,984	Aug. 12/30	Landon	Amplifying System
304,557	Oct. 7/30	Beers	Radio Receiving System
304,558	Oct. 7/30	Landon	Amplifiers
305,170	Oct. 28/30	High	Devices for Producing Sound from Varying Electric Currents
305,861	Nov. 18/30	Roth	Automatic Station Selectors
306,288	Dec. 2/30	Chubb	Radio System
306,545	Dec. 9/30	Brindley	Radio Circuit
306,955	Dec. 23/30	Beers	Amplification Systems
306,956	Dec. 23/30	Whitten; Goldsborough	Television System
307,885	Jan. 20/31	Brindley	Signalling Systems
308,675	Feb. 17/31	Richards	Radio Tube Socket
310,129	Apr. 7/31	Rentschler; Henry	System for Amplifying feeble Electric Currents
312,139	June 9/31	Curtis; Boddie	Signalling Systems
315,208	Sep. 15/31	Brown	Signalling Systems
316,509	Oct. 27/31	Landon	Amplifying Systems
318,452	Dec. 29/31	Trousant	Systems of Television
319,063	Jan. 19/32	Goldsborough	Control Systems
319,065	Jan. 19/32	Zworykin	Facsimile-Transmission Systems
321,033	Mar. 29/32	Bruce	Radio Apparatus
321,034	Mar. 29/32	Cole; High	Sound Producing Devices
321,638	Apr. 19/32	Landon	Audio-Frequency Amplifiers
321,646	Apr. 26/32	Beers	Amplifiers

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
322,270	May 10/32	Bokovoy;Harness	Regulators
322,464	May 17/32	Sateren	Electric Wave Amplifiers
323,884	July 5/32	Klepian	Loudspeakers
323,891	July 5/32	Forbes	Radio Receiving Systems
324,321	July 19/32	High	Sound Producing Device
324,323	July 19/32	Kisey	Picture Transmission Devices
324,740	Aug. 2/32	Hanna	Sound Producing Devices
324,744	Aug. 2/32	Landon	Radio Amplifier
324,751	Aug. 2/32	Clement	Vertical Loudspeaker
325,303	Aug. 23/32	Landon	Radio Receiving Systems
325,304	Aug. 23/32	Zworykin;Kisey	Facsimile Receivers
326,134	Sep. 20/32	Conrad	Television Apparatus
326,135	Sep. 20/32	Landon	Amplifying Systems
326,337	Sep. 27/32	Robinson	Systems of Reception for Modulated Wave Telegraphy and Telephony
326,343	Sep. 27/32	Forbes	Reactor
326,324	Oct. 4/32	Beers	Volume Control System for Amplifiers
327,439	Nov. 8/32	Beers	Amplifiers
327,440	Nov. 8/32	Barton	Amplifier
329,227	Jan. 10/33	Zworykin	Wireless Picture Transmissions
329,599	Jan. 24/33	Kerrigan	Radio Apparatus
329,796	Jan. 31/33	Davis	Television System
329,908	Jan. 31/33	Carlisle; Pierson	Translating Devices
331,840	Apr. 18/33	Koch	Radio Receiving Systems
331,842	Apr. 18/33	Lapert	Push Pull Amplifiers
333,386	June 20/33	Sateren	Thermionic Amplifiers
335,225	Aug. 29/33	Seabert	Energy Translating Devices
335,844	Sep. 19/33	Zworykin	Facsimile Transmission System
337,990	Dec. 19/33	Kimmell	Prevention of Secondary Modulation in Radio Receivers
338,661	Jan. 16/34	Staunton	Radio Apparatus
340,212	Mar. 20/34	High	Electrical Translating Device
340,216	Mar. 20/34	High	Loudspeakers
340,220	Mar. 20/34	Ballard	View Transmission Systems
340,239	Mar. 20/34	Davis	Signalling Systems
344,069	Aug. 21/34	Aalborg	Tuning Devices
344,693	Sep. 18/34	Beers	Amplifying Systems
346,347	Nov. 27/34	Iams	Undirectional Scanning
346,844	Dec. 18/34	Beers	Electric Amplifier
346,846	Dec. 18/34	Moty	Automatic Volume Control
348,162	Feb. 12/35	Carlisle	Facsimile Printer
349,913	Apr. 30/35	Platt	Facsimile System
354,262	Nov. 19/35	Knowles	Converters
364,419	Mar. 2/37	Stephens	Cone-Horn Combination
364,909	Mar. 23/37	Lyle	Electrical Systems
366,901	June 22/37	Jahan	Shadow Tuning Indicators
366,902	June 22/37	Smith	Shadow Tuning Indicators
369,221	Oct. 12/37	Beard	Crystal Holders
373,802	May 17/38	Burnside	Variable Inductance
376,561	Sep. 20/38	Beard	Crystal Holders
378,934	Jan. 17/39	Kinn	Crystal Control Circuit
380,191	Mar. 21/39	Farley	Tuning Means for Short Wave Receiver
384,418	Oct. 3/39	Little	Frequency Stabilizing Devices
387,231	Mar. 5/40	McNeal	Antenna Coupling Device for Five Meter Receiver

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
387,879	Apr. 9/40	Davis	Polyphase Oscillator
388,046	Apr. 16/40	Conrad	Receiving System
389,281	June 11/40	Clark	Method of Reducing Quartz Crystal Activity
389,293	June 11/40	Book	Compact Tuning Devices
391,788	Oct. 8/40	Seibert	Compensated Condensers
397,258	June 17/41	Gough	Constant Regulation Transformers
397,431	June 24/41	Rambo	High Frequency Coupling Condenser
399,632	Sep. 30/41	Ellis	Compensators
400,958	Nov. 25/41	Johnson	Direct Current to Alternating Current Convertors
408,535	Nov. 10/42	Tunney	Conversion Systems
410,838	Mar. 2/43	Kitel;Hunter	Phonograph Record Player
412,243	May 4/43	Ballard	View Transmission Systems
432,281	Jan. 1/46	Book	Variable Inductors
434,866	May 21/46	Bartholy	Remote Controls
313,268	July 14/31	Barone;Isler	Attachment for Condenser
319,721	Feb. 9/32	Berone	Distribution System
312,421	June 16/31	Bohner	Signal Blocker
312,423	June 16/31	Bohner	Distribution System
316,406	Oct. 20/31	Bohner;Trogner	Anti-capacity Switch
328,722	Dec. 20/32	Bohner	Phase Multiplier
330,085	Feb. 7/33	Boljohn	Radio Receiving System
357,666	May 5/36	Butler; Weston	Transformer Construction
392,655	Nov. 19/40	Butler	Radio Network System
392,656	Nov. 19/40	Butler	Radio Change-over System
303,007	Aug. 12/30	Cassell	H.F. Receiving System
316,407	Oct. 20/31	Cassell	Discharge Tube Adapter Switch
324,211	July 12/32	Cassell	Radio Receiver Tuning
326,812	Oct. 11/32	Chromy	Lamp Socket
302,326	July 22/30	Cohon	Radio Receiving System
295,207	Nov. 26/29	Crossley	Piezo Electric Crystal Apparatus
295,208	Nov. 26/29	Crossley	Control Circuit for Electron Tubes
295,209	Nov. 26/29	Crossley	Piezo Electric Crystal Oscillator
295,210	Nov. 26/29	Crossley	Preparation Piezo Crystals
295,212	Nov. 26/29	Crossley	Piezo Crystal Control Apparatus
295,213	Nov. 26/29	Crossley	Piezo Crystal Apparatus
295,214	Nov. 26/29	Crossley	Radio Amplifying System
295,215	Nov. 26/29	Crossley; Rudolph	Piezo Electric Crystal Apparatus
295,226	Nov. 26/29	Mirick;Crossley	Piezo Electric Crystal Apparatus
301,312	June 17/30	Crossley	Piezo Electric Crystal Apparatus
302,105	July 15/30	Crossley;Taylor	H .F. Oscillation System
305,887	Nov. 18/30	Crossley	Piezo Electric Crystal Apparatus
309,924	Mar. 31/31	Crossley	Electron Tube Thermostatic Control System
316,744	Nov. 3/31	Crossley	Piezo Crystal Controlled Oscillation System
307,508	Jan. 6/31	Culver	Television System
311,737	May 26/31	Culver	Photoelectric Cell System
315,110	Sep. 8/31	Culver	H.F. Generator with Photo Cell
316,827	Nov. 3/31	Culver	Radio Receiving System
373,746	Aug. 16/38	Curtis	Radio Reception System
378,755	Jan. 10/39	Curtis	Radio Reception System

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
385,134	Nov. 14/39	Curtis	Radio Tuning System
387,810	Apr. 2/40	Curtis	Piezo Crystal Holder
392,955	Dec. 3/40	Curtis	Radio Receiver Circuit
392,956	Dec. 3/40	Curtis	Radio Receiver Circuit
398,656	Aug. 12/41	Curtis	Wide Range Transformer
301,298	June 17/30	Davis	Television System
308,589	Feb. 10/31	Davis	Signalling System (Power Supply)
318,751	Jan. 5/32	Davis	Television System (Screen)
325,201	Aug. 16/32	Davis	Glow Discharge Device
327,522	Nov. 8/32	Davis	Indicator System for Frequency Control Systems
327,523	Nov. 8/32	Davis	Frequency Adjusting Unit
327,521	Nov. 8/32	Davis	Radio Receiver Dial Arrangement
292,050	Aug. 6/29	Davis	Transformer System
302,319	July 22/30	Davis	Radio Selective Signalling System
297,139	Jan. 28/30	Duncan, Jr.	Broadcasting System
297,360	Feb. 4/30	Duncan, Jr.	Broadcasting System
300,575	May 27/30	Duncan, Jr.	Filter Circuit
300,799	June 3/30	Duncan, Jr.	Wired Radio System
304,441	Sep. 30/30	Duncan, Jr.	Radio Broadcasting System
306,613	Dec. 9/30	Duncan, Jr.	Wired Radio System
309,118	Mar. 3/31	Duncan, Jr.	Polyphase Electron Tube Generator
315,111	Sep. 8/31	Duncan, Jr.	Electrical Distribution System
315,113	Sep. 8/31	Duncan, Jr.	Actuating Means for Electron Discharge Tube
315,985	Oct. 6/31	Duncan, Jr; Trogner	Discharge Tube Adapter Switch Actuating Means
317,910	Dec. 8/31	Duncan, Jr.	Adapter between Radio Tube and Socket
319,539	Feb. 2/32	Duncan, Jr.	Filter System
320,239	Mar. 1/32	Duncan, Jr.	Discharge Tube Adapter
329,700	Jan. 24/33	Duncan, Jr.	Radio Broadcasting System
335,301	Aug. 29/33	Duncan, Jr.	Receiving System
393,582	Dec. 31/40	Duncan, Jr.	Transmission System for Radio Programs
292,417	Aug. 20/29	Gebhard	Vacuum Tube Rectifier
301,294	June 17/30	Gebhard	Rad o Coupling Circuit
301,297	June 17/30	Gebhard	Inductance System
301,299	June 17/30	Gebhard	Inductance Coil
301,300	June 17/30	Gebhard	Condenser Construction
302,323	July 22/30	Gebhard;Rudolph	Electron Tube Mounting
305,890	Nov. 18/30	Gebhard	Tube Temperature and Loss Indicating Device
308,590	Feb. 10/31	Gebhard	Inductance System
308,591	Feb. 10/31	Gebhard;Rudolph	Condensor System
308,593	Feb. 10/31	Gebhard	Inductance System
310,481	Apr. 14/31	Gebhard	Condenser System
312,014	June 2/31	Gebhard;Rudolph	Coupling Condensor System
312,422	June 16/31	Gebhard	Temperature Regulation for Signalling Devices
314,289	Aug. 11/31	Gebhard	Inductance System
314,290	Aug. 11/31	Gebhard	Inductance System
314,291	Aug. 11/31	Gebhard	Adjustable Inductance Coil
314,292	Aug. 11/31	Gebhard	Inductance System
314,293	Aug. 11/31	Gebhard	Adjustable Inductance and Coupling System
314,294	Aug. 11/31	Gebhard	Inductance System
314,295	Aug. 11/31	Gebhard	Adjustable Inductance System
314,296	Aug. 11/31	Gebhard	Inductance Changing System
314,297	Aug. 11/31	Gebhard	Adjustable Inductance system
316,403	Oct. 20/31	Gebhard	Temperature Regulation for Frequency Controlled Devices

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
316,404	Oct. 20/31	Gebhard, Meyer	Temperature Control for H.F. Transmitter
316,405	Oct. 20/31	Gebhard	Temperature Regulation for Frequency Controlled Devices
317,433	Nov. 24/31	Gebhard	Piezo Crystal Controlled Oscillator
339,904	Mar. 6/34	Gerns	Loudspeaker Resonator
370,871	Dec. 28/37	Goshaw	Television Transmission System
319,722	Feb. 9/32	Green	Terminal Clip Connector
306,816	Dec. 16/30	Harrison	P.E. Crystal System
326,624	Oct. 4/32	Harrison	Inductance Tuning Circuit
326,625	Oct. 4/32	Harrison	Inductance Tuning Circuit
326,626	Oct. 4/32	Harrison	Inductance Tuning Circuit
306,215	Dec. 2/30	Hentschel	A.C. Amplitude Control Method
310,038	Apr. 7/31	Hentschel	P.E. Crystal Apparatus
320,645	Mar. 15/32	Hentschel	Tube Circuit
323,199	Aug. 16/32	Herdman	Magnetostructive Light Valve
317,098	Nov. 10/31	Hotopp, Jr.	Radio Transmission System
332,942	May 30/33	Hotopp, Jr.	Radio Receiving System
336,013	Sep. 26/33	Hotopp, Jr.	Radio Receiving System
336,669	Oct. 24/33	Hotopp, Jr.	Wired Radio Receiving System
340,092	Mar. 13/34	Hotopp, Jr.	Radio Receiving System
308,357	Feb. 3/31	Hough	Picture Transmission System
306,817	Dec. 16/30	Hough	Phonograph for Wired Radio Receivers
307,309	Jan. 6/31	Hough	Colour Projection System
313,845	July 28/31	Hough	Network System for Stations
316,182	Oct. 13/31	Hough	P.E. Crystal Scanning System
316,183	Oct. 13/31	Hough	Motion Picture Television System
316,185	Oct. 13/31	Hough	Facsimile System
321,704	Apr. 19/32	Hough	Polyphase Photoelectric System
322,352	May 10/32	Hough	Program Tuning Apparatus
322,353	May 10/32	Hough	Photosensitive Device
327,703	Nov. 15/32	Hough	Selective Tuning Device
335,134	Aug. 22/33	Hough	Picture Transmission Reception
293,216	Nov. 26/29	Rund	Method of Producing Oscillations from Piezo Electric Plates
293,231	Nov. 26/29	Rund	P.E. Crystal Housing
293,233	Nov. 26/29	Rund	Piezo Electric Crystal Oscillator System
293,234	Nov. 26/29	Rund	Piezo Electric Plate
300,574	May 27/30	Rund	Condenser Microphone
301,894	July 8/30	Rund	Preparing Piezo Electric Plates
311,756	May 26/31	Rund	Photoelectric Cell
313,324	July 14/31	Rund	Cascade Amplifier
317,097	Nov. 10/31	Rund	Photoelectric Cell Detector System
329,701	Jan. 24/33	Rund	Frequency Multiplication System
336,014	Sep. 26/33	Rund	Gaseous Discharge Tube
336,016	Sep. 26/33	Rund	Discharge Tube Detector Circuit
366,349	May 25/37	Rund	Feed Back Oscillator
376,019	May 24/38	Rund	Amplifier Circuit
381,803	May 2/39	Rund	Gaseous Discharge Tube
326,813	Oct. 11/32	Ryland	Thermostat
327,324	Nov. 8/32	Ryland	Tube Power Supply
327,323	Nov. 8/32	Ryland	Thermostatic Control for Vibratile Element
327,706	Nov. 15/32	Ryland	Radio Direction Finding System
327,707	Nov. 15/32	Ryland	Variable Resistance Coupling System
308,196	Jan. 27/31	Levine	Wave Filter Circuit
293,219	Nov. 26/29	Meyer	Frequency Control Circuit

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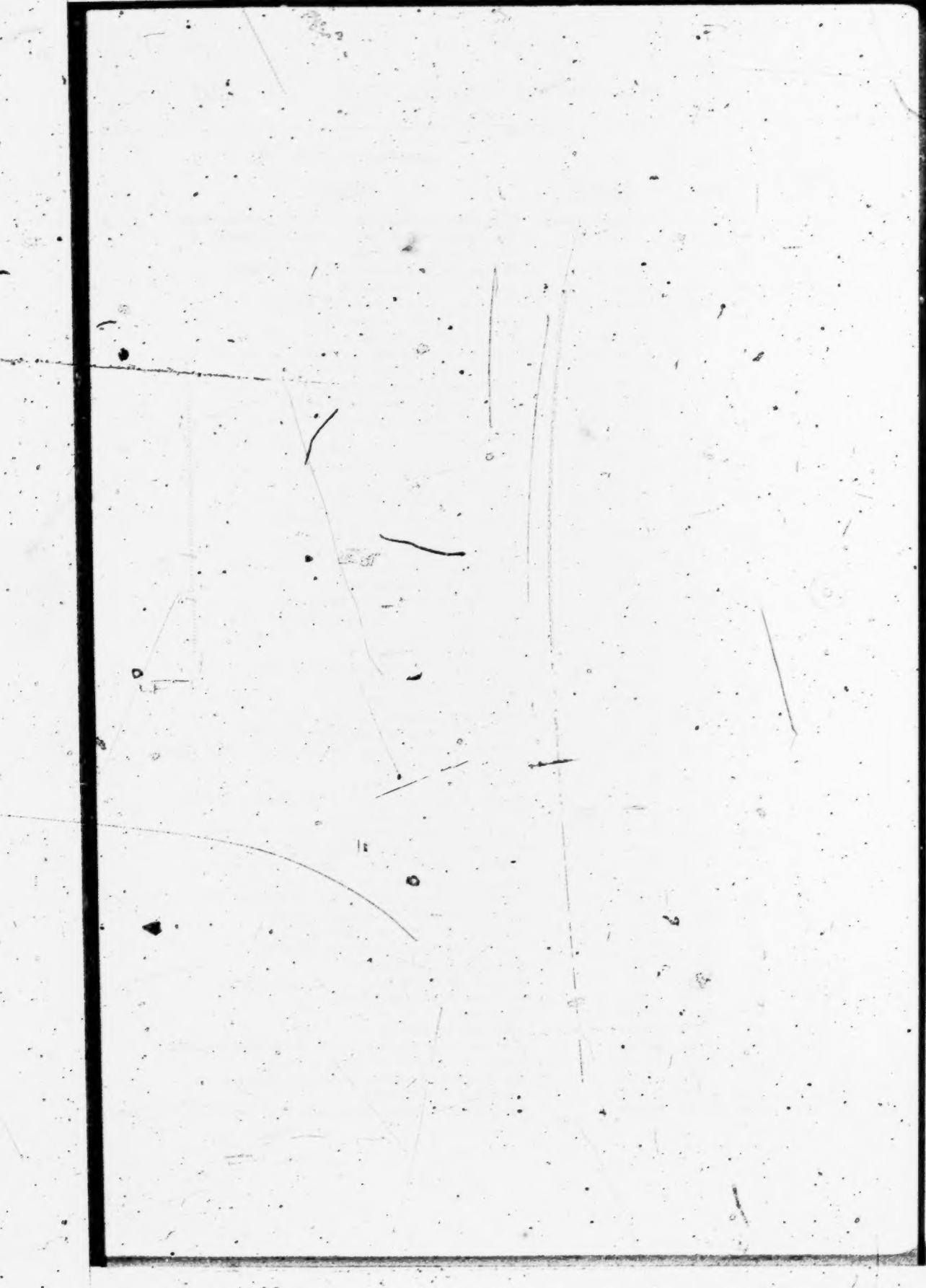

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
293,283	Nov. 26/29	Mirick	Piezo Electric Crystal Holder
293,229	Nov. 26/29	Mirick	Piezo Electric Crystal Holder
293,411	Dec. 3/29	Nicolson	Piezo Electric Crystal Unit
308,106	July 15/30	Nicolson	Loudspeaker
329,699	Jan. 24/33	Nicolson	Loudspeaker
293,221	Nov. 26/29	Owens	Crystal Calibrator Circuit
293,232	Nov. 26/29	Owens;Worrall	Universal Crystal Controlled Calibrator
296,729	Jan. 14/30	Powell	Radio Receiver Circuit
308,325	July 22/30	Powell	Super-Het Receiver
320,647	Mar. 15/32	Reifel	Light Ray Oscillation Generator
327,144	Oct. 25/32	Rowe	Radio Receiving System
314,687	Aug. 25/31	Scheibell	Light Ray Oscillation Generator
316,408)	Oct. 20/31	Scheibell	Carrier Current Transmission
Re.332,971)	Sep. 10/35		
315,984	Oct. 6/31	Scheibell	P.E. Crystal Holder
318,752	Jan. 5/32	Scheibell	Thermally Operated Control System
293,206	Nov. 26/29	Taylor	Piezo Electric Crystal Control Circuit
293,211	Nov. 26/29	Taylor;Crossley	Method of Manufacture of P.E. Crystals
293,218	Nov. 26/29	Taylor	Radio Receiver
302,301	June 17/30	Taylor	H.F. Oscillator
302,302	June 17/30	Taylor	Frequency Multiplication System
306,313	Dec. 2/30	Taylor	Fading Reduction Circuit
306,314	Dec. 2/30	Taylor	Radio Receiving System
306,315	Dec. 2/30	Taylor;Young	Radio Receiving System
313,994	Aug. 4/31	Taylor;White	Radio Receiver with Shock Proof Mounting for Tubes
308,199	Jan. 27/31	Terman	Tube Circuit
330,604	Feb. 28/33	Terman	Inductance Coil
293,230	Nov. 26/29	Trogner	P.E. Crystal Holder
293,235	Nov. 26/29	Trogner	H.F. Tuning System
308,592	Feb. 10/31	Trogner	Wave Changer System
311,141	May 5/31	Trogner	Remote Control Radio Receiving System
311,142	May 5/31	Trogner	Remote Control Radio Receiving System
312,891	June 30/31	Trogner	Variable Inductance Device
313,566	July 21/31	Trogner	Remote Control System
315,761	Sep. 29/31	Trogner	Tube Adapter
317,099	Nov. 10/31	Trogner	Tube Life Indicator
322,141	May 3/32	Trogner	Remote Control System
326,042	Sep. 13/32	Trogner	Clock and Radio System
327,914	Nov. 22/32	Trogner	Radio Receiving System
353,263	Sep. 24/35	Trogner	Power Load Controlling System
353,264	Sep. 24/35	Trogner	Remote Switching Controlling System
402,837	Feb. 10/42	Trogner	Radio Relay Control System
316,184	Oct. 13/31	Vermillion	Television Scanner Equipment
314,180	Aug. 11/31	Walker	Temperature Control for Vibratile Element
356,187	Feb. 25/36	Weston	Carrier Current Transmission System
293,222	Nov. 26/29	Worrall	Crystal Controlled Calibrator
293,224	Nov. 26/29	Worrall	Harmonic Frequency Selector & Amplifier Circuit
293,225	Nov. 26/29	Worrall	Harmonic Frequency Selector & Amplifier Circuit
293,228	Nov. 26/29	Worrall	P.E. Crystal Holder
303,428	Aug. 26/30	Young	Push Pull Frequency Doubler
303,429	Aug. 26/30	Young	Radio Receiving System
304,440	Sep. 30/30	Harrison	H.F. Oscillator
304,442	Sep. 30/30	Harrison	H.F. Generator Circuit
324,403	July 9/32	Reifel	Television Transmission System

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
293,603	Oct. 1/29	Bruynes; Van Urk	Loudspeaker Diaphragm Mount
296,033	Dec. 24/29	McCullough	Amplification of Electrical Currents
296,212	Dec. 31/29	Holst; Oosterhuis	Rectifier Filter Circuit
296,215	Dec. 31/29	Oosterhuis; Unk	Radio Receiver Circuit
298,693	Mar. 25/30	Vermeulen	Loudspeaker
298,696	Mar. 25/30	Groeneveld	Amplifying Transformer
298,697	Mar. 25/30	Van der Hoeven	H.F. Tube Exhaust
301,244	June 17/30	Bol	Radio Cabinet
301,929	July 8/30	Holst	Kerr Cell System for Television
302,353	July 22/30	Vermeulen; Van Urk	Microphone or Loudspeaker Magnet System
302,355	July 22/30	Dyksterhuis; Groeneveld	Magnet Wire Transformer
304,828	Oct. 14/30	Dyksterhuis	Current Supply System for Discharge Tubes
307,205	Dec. 30/30	Vermeulen; Van Urk; Hermans	Magnet System for Conversion of Electrical Oscillations to Mechanical
308,173	Jan. 27/31	Van der Pol	Multi Vibrator
308,562	Feb. 10/31	Posthumus	Resistance-Coupled Amplifier
308,738	Feb. 17/31	Vermeulen	Magnet System for Oscillator Conversion
308,897	Feb. 24/31	Holst; Van Urk; Vermeulen	Oscillation Conversion Device
308,898	Feb. 24/31	Vermeulen; Van Urk	Oscillation Conversion Device
311,562	May 19/31	Bol; Morel	Radio Receiver
312,188	June 9/31	Van der Mark; Van der Pol	Frequency Divider
314,663	Aug. 25/31	Church	Grounding Fitting
322,711	May 24/32	Holst; Oosterhuis	Loudspeaker
322,912	May 31/32	Vermeulen; Van Urk; Loman	Loudspeaker
322,913	May 31/32	Holst; Van Lis; Shepherd; Hendrik	Loudspeaker
323,302	June 14/32	Mulder	Telephone or Microphone Magnet System
323,338	June 21/32	Dyksterhuis	Power Supply Control System
325,564	Aug. 30/32	Van de Ven	Radio Tube Gain Control
326,763	Oct. 11/32	Filippo	Loudspeaker Diaphragm
326,969	Oct. 18/32	Zwikker	Loudspeaker Diaphragm
326,970	Oct. 18/32	Zwikker	Loudspeaker Diaphragm
327,116	Oct. 25/32	Bol; Posthumus; Unk; Morel	Radio Receiver
327,117	Oct. 25/32	Posthumus; Gogh	Non-Oscillating H.F. Amplifier
327,118	Oct. 25/32	Tinmer	Amplifying System
327,873	Nov. 22/32	Van der Pol; Van der Mark	Frequency Transformation Circuit
328,121	Nov. 29/32	Van der Pol	Process of Eliminating [illegible] in a Discharge Device
329,094	Jan. 3/33	Nordlohne	Frequency Increasing Circuit
329,095	Jan. 3/33	Van der Pol; Van der Mark	Resistance Coupled Amplifier

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
329,096	Jan. 3/33	Oosterhuis	Tube Heater Circuit
329,101	Jan. 3/33	Tellegen	Amplifier Control Circuit
330,229	Feb. 14/33	De Jong	Wire Coil Winding Method
330,230	Feb. 14/33	Posthumus	Detector Circuit
330,231	Feb. 14/33	Posthumus	Detector Circuit
330,568	Feb. 28/33	Rogers; Parker	Thermionic Tube Sockets
330,961	Mar. 14/33	Alexander; Oosterhuis	Battery Eliminator Filter Circuit
331,152	Mar. 21/33	Van Urk; Penaken	Electrodynamic Loudspeaker
331,516	Apr. 4/33	Dykstorhuis	Push Pull Amplifier
331,518	Apr. 4/33	Dykstorhuis	Tone Control
331,519	Apr. 4/33	Posthumus; Weyers	Superheterodyne Radio Receiver
331,894	Apr. 18/33	Tellegen	Screen Grid Tube Circuit
332,046	Apr. 25/33	Parker	Light Modulation Systems
332,707	May 23/33	Van Lis	Voice Coil Supporting Device
332,708	May 23/33	Bol; Rinia	Tuning Circuit for Predetermined Frequency
332,709	May 23/33	Bartelink	Magnet System for Acoustical Devices
332,710	May 23/33	Van Urk	Acoustical Device
332,712	May 23/33	Holst	Loudspeaker
332,924	May 30/33	Nordlohne; Minnen	Short Wave Amplification Circuit
332,925	May 30/33	Vermeulen; Van Urk	Electromagnetic Pick-up Device
333,091	June 6/33	Van Steenis	Electrode Support
333,270	June 13/33	Timmer	Amplifier Circuit
333,273	June 13/33	Parker	Thermionic Tube Positioning and Identifying Means
333,631	June 27/33	Dykstorhuis	Transmitter Circuit
333,806	July 4/33	Dykstorhuis	Amplifier Tube Coupling Circuit
333,807	July 4/33	Alexander	Cage for Screening Coils
334,538	Aug. 1/33	Groeneveld; Van der Pol	Oscillation Amplifying System
334,539	Aug. 1/33	Klinkhamer	Voltage Transforming System
335,447	Sep. 5/33	Strutt	Transmitter and Receiver Alarm Device
336,636	Oct. 24/33	Emmens; Van Geel; Claassen	Electrolytic Condenser
337,006	Nov. 7/33	Rinia	Shielded Coil System
337,167	Nov. 14/33	Bol	Method of Producing a Shielded Inductance Coil
337,168	Nov. 14/33	Posthumus	H.F. Coupling Transformer
337,176	Nov. 14/33	Stammler	Conductor Carrier or Spacer
338,047	Dec. 19/33	Parker	Tuning Indicators for Radio Receivers
338,202	Dec. 26/33	Tellegen	Antenna Coupling
338,362	Jan. 2/34	Posthumus	H.F. Transformer
338,552	Jan. 9/34	Van der Mark	Synchronizing System
338,725	Jan. 16/34	Unk	Radio Receiver
338,730	Jan. 16/34	Posthumus; Weyers	Cascaded Amplifier
339,249	Feb. 6/34	Vermeulen; Van Urk	Magnet System for Acoustical Devices
339,702	Feb. 27/34	Groeneveld	Antenna Circuit
339,704	Feb. 27/34	Dykstorhuis	Electro Dynamic Loudspeaker
339,879	Mar. 6/34	Nordlohne	Push Pull Amplifier

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
340,444	Mar. 27/34	Van Gossel; Van Wyk	Method of Producing Composite Wire
341,980	May 29/34	Van Urk	Electro Dynamic Acoustical Device
342,819	July 3/34	Van der Mark	Radio Receiver
343,198	July 17/34	Van der Pol; Posthumus; Tellegen	I.F. Band Amplifier Circuit
343,199	July 17/34	Van der Pol	Method of Making Coil Core
343,200	July 17/34	Alexander	Radio Receiver Circuit
343,201	July 17/34	Zechach	Wire Unwinding Machine
343,436	July 24/34	Jonker; Van Jossel	Indirectly Heated Cathode Discharge Device
344,111	Aug. 21/34	Posthumus	Amplifier
344,112	Aug. 21/34	Tellegen	Convertible Band Pass Radio Receiver
344,113	Aug. 21/34	Veldhuyzen	Amplifier Coupling System
344,115	Aug. 21/34	Timmer	Amplifier Circuit
345,081	Oct. 2/34	Van der Pol; Van der Mark	Frequency Reducing System
346,014	Nov. 13/34	De Boer; Van Geel	Condenser Construction
346,224	Nov. 20/34	De Boer; Brandsma	Condenser-Rutile Powder Dielectric
346,235	Nov. 20/34	Bienfait; Van Zwet	Electric Conductor
347,372	Jan. 8/35	Jonker; Albright	Repeater Circuit
347,894	Jan. 29/35	Van der Pol; Alexander	R.F. Filter
348,065	Feb. 5/35	Veldhuyzen	Screen Grid Detector Circuit
348,693	Mar. 5/35	De Lange	Stacked Condenser Assembly
348,694	Mar. 5/35	Rinia	Wave Repeater System
348,696	Mar. 5/35	Posthumus; Weyers	H.F. Band Filter
348,697	Mar. 5/35	Posthumus; Weyers	Superheterodyne Radio Receiver
348,698	Mar. 5/35	Posthumus; Weyers	I.F. Amplifier Circuit
348,700	Mar. 5/35	Van Geel; Ennens	Electrolytic Condenser
348,702	Mar. 5/35	Van Lyf	Radio Dial Illumination
349,623	Apr. 16/35	Posthumus; Weyers	I.F. Amplifier Circuit
350,464	May 21/35	De Lange	Condenser Manufacture
350,750	June 4/35	Tellegen	H.F. Coupling Network
350,751	June 4/35	Posthumus; Weyers	Superheterodyne Radio Receiver
350,919	June 11/35	Posthumus; Weyers	I.F. Amplifier Circuit
352,675	Aug. 27/35	Weyers	Band Pass Filter
352,676	Aug. 27/35	Dynsterhuis	Electrodynamic Loudspeaker
352,679	Aug. 27/35	Posthumus	Radio Receiver
353,109	Sep. 17/35	Van der Pol; Veldhuyzen	Differential Condenser
353,235	Sep. 24/35	Alexander Van der Pol	High Frequency Disturbance Filter

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
353,981	Nov. 9/35	Six	Method of Reducing Hysteresis into Coil Core
354,127	Nov. 12/35	Van der Pol; Weyers	Superheterodyne Radio Receiver
354,562	Dec. 3/35	Van Slooten	Radio Receiver Circuit
354,701	Dec. 10/35	Van der Mark	Radio Receiver Circuit
356,287	Mar. 3/36	Van Geel;Rmmens	Dry Plate Rectifier
356,298	Mar. 3/36	Van Geel;Rmmens	Electrode System for Dry Plate Rectifier
356,299	Mar. 3/36	Rmmens;Van Geel	Method of Carbonizing Iron
356,478	Mar. 10/36	Van de Riet	Audio Frequency Amplifier Circuit
357,047	May 5/36	Van Geel;Straub	Electrolytic Condenser
357,048	May 5/36	Van Bruggen; Claassen	Method of Making High Ohmic Resistance
360,661	Sep. 22/36	Straub;Lemmens	Electrolytic Condenser
360,662	Sep. 22/36	Rotter	Selector Circuit in Antenna Circuit
360,812	Sep. 29/36	Alexander	Radio Receiver
361,110	Oct. 13/36	Houwink	Radio Receiver Casing
362,093	Nov. 24/36	Alexander; Van der Pol	Radio Receiver
362,783	Dec. 22/36	Rmmens	Alternating Voltage Rectifier
362,784	Dec. 22/36	Van Geel; De Boer	Electrolytic Condenser
363,360	Jan. 12/37	Dyksterhuis	Loudspeaker or Microphone Actuating Member
364,317	Feb. 23/37	Tellegen	Circuit Coupling Device
364,318	Feb. 23/37	Van Arkel; Van Rabden	Electrolytic Condenser
364,442	Mar. 2/37	Klinkert	Method of Manufacturing Wire Grids
366,925	June 22/37	Van Loon	High Ohmic Resistance
367,440	July 20/37	Van der Pol; Posthumus	Amplifying System
368,815	Aug. 24/37	Vollenbroek	Variable Resistance Device
368,836	Sep. 21/37	Parker	Variable Couplers for Electrical Systems
370,633	Dec. 21/37	Leithäuser	Frequency Tuning Scale
370,958	Jan. 4/38	Weber; Flooe van Amstel	Electric Resistance Material
372,133	Mar. 1/38	Tellegen; Bouman;Rinia	Receiver Gain Control Circuit
372,282	Mar. 8/38	Mommaens	Receiver Gain Control Circuit
373,068	Apr. 12/38	Van Geel;Rmmens	Asymmetrically Conductive Electrode System
374,819	July 5/38	Dyksterhuis	Wave Range Changer
375,368	July 26/38	De Boer	Asymmetric Electrode System
375,369	July 26/38	De Boer; Van Geel	Asymmetric Electrode System
375,393	Aug. 9/38	Horowitz	Radio Tuning Device Drive
376,898	Aug. 23/38	Van Slooten	Noise Suppressor Circuit
376,230	Sep. 20/38	Strutt	Superheterodyne Radio Receiver
376,635	Sep. 20/38	De Schrevel	Electric Resistance
377,270	Nov. 8/38	Oosterhuis	Radio Tuning Control
377,649	Nov. 15/38	Marins;Strutt	Radio Receiver
377,623	Nov. 15/38	Tellegen	Radio Receiver Circuit
377,624	Nov. 15/38	Van Loon;Rinia	Wide Frequency Range Amplifier
377,830	Nov. 22/38	Alexander	Power Supply System
377,916	Nov. 29/38	Rinia	Multi-Range Tunable Circuit
377,919	Nov. 29/38	Pagliari	Radio Tuning Indicator
378,891	Dec. 13/38	Tellegen	Multi-Range Tunable Circuit

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
378,963	Dec. 27/38	Van Geel; Bouwens	Asymmetric Electrode Device
378,909	Jan. 17/39	Wirix	Multi Stage Audio Frequency Amplifier
378,910	Jan. 17/39	Posthumus	Amplifier Tube and Circuit
378,913	Jan. 17/39	Van Slooten	Tone Control Device
380,318	Mar. 28/39	Posthumus	Relay Circuit for Selective Reception
380,396	Mar. 28/39	Van Loon	Radio Remote Tuning Device
380,680	Apr. 11/39	Van Loon	Radio Tuning Control
380,724	Apr. 11/39	Van Minnen; Nordlohne	Frequency Amplifier and Multiplier
380,727	Apr. 11/39	Rinia; Spoor	H.F. Coupling Element
380,731	Apr. 11/39	Weyers	Radio Receiver Tuning Indicator
380,849	Apr. 18/39	Van Loon	Tuning Circuit
381,004	Apr. 25/39	Van Loon	Tuning Circuit
381,005	Apr. 25/39	Van Loon	Tuning System
381,047	Apr. 25/39	Weyers	Local Oscillator Circuit
381,051	Apr. 25/39	Dykstermuis; Van Slooten	Circuit for H.F. Oscillations
381,304	May 9/39	Nicolaesen	Electron Discharge Tube
381,305	May 9/39	De Boer; Van Geel	Assymetric Electrode System
381,775	May 30/39	Bouwers	Electron Discharge Tube
381,776	May 30/39	Timmer	Photoelectric Current Amplifying System
381,777	May 30/39	Van der Ven; Van der Mark; Tellegen	Rectifying and Amplifying Coupling Arrangement
381,778	May 30/39	Van Minnen; Nordlohne	Amplifying Arrangement
381,780	May 30/39	Van Loon; Bouman	Tunable Amplifier
382,342	June 27/39	Tellegen; Vries; Bakker	Amplifying Device and Circuit
382,392	June 27/39	Weyers	Amplifier Intermediate Frequency
382,394	June 27/39	Tellegen	Band Filter Circuit
382,540	July 4/39	Posthumus; Weyers	Superheterodyne Receiver
383,155	Aug. 1/39	Posthumus	Amplifying Device
383,589	Aug. 22/39	Alexander	Inverter Device
384,161	Sep. 19/39	Vollenbrook; Horowitz	Radio Tuning Dial
384,193	Sep. 19/39	Tellegen	Electrical Impedance System
386,630	Jan. 30/40	Tellegen; Peek; Hepp; Hourizues	Noise Suppression Circuit
386,631	Jan. 30/40	Van Slooten	Selectivity Control Circuit
386,994	Feb. 20/40	Van Gogh	Amplifying Circuit
387,176	Feb. 27/40	Van Loon	Tone Control Device
387,223	Mar. 19/40	De Lange	Low Capacity Condenser
387,381	Mar. 19/40	Timmer	Push Pull Amplifier Circuit
387,928	Apr. 9/40	Dykstermuis	Radio Casing Construction
387,929	Apr. 9/40	Van Geel	Electrode Structure and Composition
388,241	Apr. 23/40	Broos	Low Frequency Amplifier
389,486	June 18/40	Below; Machnow	Band Pass Filter
389,487	June 18/40	Van der Ziel	Amplifying System
389,811	July 2/40	Eagleefield; Archer	Sawtooth Oscillator
389,812	July 2/40	Volz; De Groot	Low Frequency Amplifier.

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
390,743	Aug. 13/40	Holst;Van Geel	Electrode System for Amplification Detection
390,744	Aug. 13/40	Van Loon	Radio Tuning Indication Circuit
390,745	Aug. 13/40	Van der Mark; De Vries	Amplification Circuit
390,746	Aug. 13/40	Weyers	Wave Band Pass Filter
390,747	Aug. 13/40	Van Ingen-Schenau	Selectivity Circuit
390,892	Aug. 20/40	Busse	Television System
391,543	Sep. 24/40	Henriques; Tellegen	Radio Interference Elimination
391,544	Sep. 24/40	Van Geel	Rectifying or Controlling Electrode System
391,545	Sep. 24/40	Tellegen	Superheterodyne Receiving Circuit
391,546	Sep. 24/40	Knoe	Relay Control Device
392,396	Nov. 5/40	Tellegen; Van Loon	Tuned Amplifier Circuit
392,397	Nov. 5/40	Cornelius	Regenerative Radio Receiver
392,398	Nov. 5/40	Posthumus	Frequency Changer
392,527	Nov. 12/40	Kipperman; Lambook	Condenser Manufacture
392,676	Nov. 19/40	Jonker	Discharge Device and Circuit
392,970	Dec. 3/40	Jonker; Van Overbeek	Discharge Tube and Circuit
392,971	Dec. 3/40	Busse	Volume Control Circuit
393,272	Dec. 17/40	De Lussanet de la Sablonniere	Amplifying Circuit
393,429	Dec. 20/40	Busse; Van der Mark; Venis	Sweep Oscillator Circuit
394,342	Jan. 28/41	Van der Mark	Oscillation Generator
394,343	Jan. 28/41	H orowitz	Variable Condenser
394,733	Feb. 18/41	Van Slooten	Radio-Phonograph
395,776	Apr. 8/41	Vivie	Condenser Construction
396,098	Apr. 22/41	Cremwinckel	Ultra Short Wave Radio Receiver
396,273	Apr. 29/41	Vorbeek; Tellegen	Amplifier Circuit
396,274	Apr. 29/41	Rinia	H.F. Amplifying Arrangement
396,438	May 6/41	Richards	Rectifying and Amplifying Circuit
396,439	May 6/41	Six	Degenerative Amplifier Circuit
396,986	June 3/41	Bouwers	Television Receiving System
397,826	July 8/41	McNamara	Oil Well Drill
397,836	July 8/41	Van Overbeek	Electron Discharge Device
398,481	Aug. 5/41	Eaglesfield	Television Receiver Circuit
399,525	Sep. 23/41	Pasma	Vacuum Tube Oscillator
399,526	Sep. 23/41	Knantjis; Tellegen	Oscillation Circuit
399,527	Sep. 23/41	Bulk	Cord Drive Tensioning Device
399,986	Oct. 14/41	Meyer	Degenerative Feedback Amplifier
401,015	Nov. 25/41	Tellegen	Receiving Circuit
401,053	Nov. 25/41	Hiensch;Lips	Mechanical Wiring System for Radio Receiver Parts
401,868	Dec. 30/41	Knoe	Tuning Shaft Construction
401,869	Dec. 30/41	Knoe	Tuning Shaft Construction
401,870	Dec. 30/41	Dykstermuis; Groenenberg; Timmerman;Vivie	Push Button Arrangement

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
402,061	Jan. 6/42	Van Slooten	Oscillation Generator
402,225	Jan. 13/42	Tellegen; Henriques	Receiver Noise Control Circuit
402,269	Jan. 13/42	Nienesh	Thermoplastic Electrical Connector
402,391	Jan. 20/42	De Boer	Television Projection System
402,537	Jan. 27/42	Van Ingen-Schenau	Degenerative Amplifier
402,664	Feb. 3/42	Van Loon	Volume Control Circuit
402,665	Feb. 3/42	Strutt; Van der Ziel	Ultra Short Wave Rectifying Circuit
402,666	Feb. 3/42	Oosterhuis	Noise Suppression Circuit
402,667	Feb. 3/42	Jonker	Radio Distortion Visual Indicator
402,668	Feb. 3/42	Tellegen;Jonker	Indicator and Control for Sound Intensity
402,669	Feb. 3/42	Penna	Superheterodyne Receiver
402,670	Feb, 3/42	Neetescon	Negative Feedback Amplifier
402,707	Feb. 3/42	Van Eldik	Amplifier Circuit
402,799	Feb. 10/42	Weyers	Superheterodyne Receiver
402,800	Feb. 10/42	Van Loon	Tuning Control Circuit
402,801	Feb. 10/42	Nienesh;Lips	Method for Making Electrical Connections
402,943	Feb. 17/42	Strutt	Circuit for Amplifying Electrical Oscillations
402,944	Feb. 17/42	Van Geel	Electrode System
402,945	Feb. 17/42	Alexander	Vibratory Inverter
402,946	Feb. 17/42	Alma;Jonker	Electronic Tube Circuit
402,947	Feb. 17/42	Tellegen; Van Weal	Receiver Circuit Arrangement
402;948	Feb. 17/42	Haantjes; Tellegen	Superheterodyne Circuit
402,949	Feb. 17/42	Eaglesfield	Thermionic Valve Circuit
402,957	Feb. 17/42	Zeeeling; Van Geel	Blocking Layer Electrode System
402,997	Feb. 17/42	Alexander; Kuperus	Inverter-Transformer Apparatus
403,658	Mar. 24/42	Verbeek	Power Transformer
403,659	Mar. 24/42	Tellegen; Henriques	Distortion Reducer for Amplifying System
403,661	Mar. 24/42	Hopp	Cathode Ray Control Apparatus
403,662	Mar. 24/42	Schrack	Radio Chassis
403,977	Apr. 7/42	Boere	H.F. Oscillation Generator
404,360	May 5/42	Richards; Kerkhof	Amplifier
404,361	May 5/42	Hopp	Amplifier
404,362	May 5/42	Groeneveld	Amplifier
404,939	May 26/42	De Stefani	Dispensing Apparatus
405,674	June 23/42	De Boer;Jonna	Nickel Alloy Electrode
405,999	July 7/42	Bouman;Clark	Amplifier Volume Control
406,097	July 14/42	Hopp	Wide Band Amplifier
407,144	Sep. 1/42	Hopp	Sawtooth Current Circuit
408,379	Nov. 10/42	Spoor; Rinia; Van Ysseren	Variably Damped Tuned Circuit
408,380	Nov. 10/42	Van Loon	Control Shaft Construction for Tuning
408,381	Nov. 10/42	Eaglesfield	Frequency Changer Network
408,884	Nov. 24/42	Van der Mark	Television Receiver
409,369	Dec. 15/42	De Gier; Kruithof; Penning	Cathode Ray Distortion Correction System

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
409,373	Dec. 15/42	De Gier	Cathode Ray Tube
409,999	Jan. 12/43	Horowitz; Knox	Tuning Shaft Adjusting Mechanism
410,000	Jan. 12/43	Vivie	Inductance Tuning Arrangement
411,514	Mar. 30/43	Missel	Superheterodyne Receiver
411,949	Apr. 20/43	Van Ingen-Schenau	Degenerative Feedback Circuit
412,117	Apr. 27/43	Horowitz; Van Lammeren; Knox	Automatic Tuning Arrangement
412,118	Apr. 27/43	Kuperus	Tuning Arrangement
412,119	Apr. 27/43	Rinia	Automatic Tuning Arrangement
412,456	May 11/43	Van Loon	Push Button Tuning Control Shaft
414,518	Aug. 10/43	Baumgartner	Tube Circuit for Tuning Indicator
415,503	Sep. 28/43	Van Lammeren	Control Shaft Construction
415,653	Oct. 5/43	Richards; Rinia	Deflection Apparatus for Electron Beams
417,068	Dec. 14/43	Rinia; vander Ven	Voltage Regulator
418,437	Feb. 15/44	Van der Heem	Inductance Coil Adjusting Method
420,828	June 13/44	Van Slooten; Volz	Low Frequency Amplifier
421,153	June 27/44	Brooe	Circuit for Volume Control
421,154	June 27/44	Brooe	Circuit for Tone Control
436,131	July 30/46	Brand	Push Button Control Switches
443,563	Aug. 5/47	Brand	Electronic Sound Generators
443,765	Aug. 19/47	Fisher	Means for Suppression of Noise in Communication Systems
295,790	Dec. 17/29	Trube	Electric Coupling System
297,622	Feb. 18/30	Wheeler	Wheatstone Bridge Filter
297,623	Feb. 18/30	MacDonald	Wave Signalling System
304,244	Sep. 23/30	MacDonald	Wave Signalling System
305,466	Nov. 4/30	Trube	Electric Coupling System
308,143	Jan. 27/31	MacDonald	Shielding for Radio-Frequency Amplifiers
309,061	Mar. 3/31	MacDonald	Coupling System
311,936	June 2/31	Wheeler	Radio Coupling System
311,937	June 2/31	Pressley	High Frequency Transformer
315,255	Sep. 15/31	Wheeler	Push-Pull Amplifier
315,256	Sep. 15/31	Wheeler	Push-Pull Amplifier
315,257	Sep. 15/31	Wheeler	Push-Pull Amplifier
315,258	Sep. 15/31	Wheeler	Thermionic Amplifier
320,580	Mar. 15/32	Wheeler	Electric Coupling Circuits
320,819	Mar. 22/32	Wheeler	Electric Coupling Circuit
320,820	Mar. 22/32	Wheeler	Coupling System
320,821	Mar. 22/32	Wheeler	Electric Coupling Circuits
323,083	June 7/32	MacDonald	Electrical Coupling Circuit
323,718	June 28/32	MacDonald	Wave Signalling System
325,994	Sep. 13/32	Harnett	Electric Coupling Circuits for Thermionic Valve Circuits
327,098	Oct. 25/32	MacDonald	High-Frequency Transformer
327,650	Nov. 15/32	Johnson	High-Frequency Coupling System
328,074	Nov. 29/32	Wheeler	Wave Signalling System
330,021	Feb. 7/33	MacDonald	Superheterodyne Receiver
330,023	Feb. 7/33	Wheeler	Peak Detector
333,943	July 11/33	Wheeler	Radio Receiving Apparatus
336,966	Nov. 7/33	Johnson	Radio Receiving Apparatus
337,335	Nov. 21/33	Wheeler	Double Band Receiver
337,336	Nov. 21/33	Johnson	Noise Suppressor

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
340,047	Mar. 13/34	Wheeler	Selective Circuits
340,990	Apr. 17/34	Johnson	Radio Receiver
341,962	May 29/34	Wheeler	Tuning Indicator
343,402	July 24/34	Whitman	Oscillator
353,671	Oct. 22/35	Harnett	Modulation Circuit
353,931	Nov. 5/35	Wheeler	Amplifier
353,932	Nov. 5/35	Wheeler	Superheterodyne Radio Receiver
355,345	Jan. 14/36	Johnson	Coupling System
355,922	Feb. 11/36	Huxtable	Radio Tuning and Selectivity Control
361,479	Oct. 27/36	Johnson	Detector Circuit
361,721	Nov. 10/36	Swinyard	Sound Reproducing Apparatus
363,210	Jan. 5/37	Lewis	Short Wave Converter
364,178	Feb. 16/37	Johnson	Superheterodyne Receiver
368,126	Aug. 17/37	Case	Multiband Receiver
370,215	Nov. 30/37	Wheeler	Visual Resonance Indicator
370,522	Dec. 14/37	Case	Wave Signal Receiver
372,126	Mar. 1/38	Case	High Frequency System
372,127	Mar. 1/38	Johnson	Variable Inductance Tuning Device
372,173	Mar. 1/38	Harnett	Coupling System
372,282	Mar. 8/38	Wheeler	Wave Signalling System
372,486	Mar. 15/38	Wheeler	Radio Receiver
372,592	Mar. 22/38	Harnett	High Frequency Coupling System
372,744	Mar. 29/38	Wheeler	Automatic Amplification Control
372,745	Mar. 29/38	Johnson	Radio Receiver
373,680	May 10/38	Wheeler	Simplified Selective Circuits
373,779	May 17/38	Wheeler	Radio Receiver
374,219	June 7/38	Case	Radio-Frequency Inductance Unit
374,221	June 7/38	Case	Feedback Circuits
374,508	June 21/38	Lyons	Coupling System
374,509	June 21/38	Johnson	Wave Signalling System
374,719	June 28/38	Wheeler	Wave Signal Collecting System
374,720	June 28/38	Wheeler	Band-Pass Filter
374,721	June 28/38	Case	Oscillation System
374,722	June 28/38	Wheeler	Coupling System
375,047	July 12/38	Wheeler	High-Frequency Signalling System
375,284	July 26/38	Wheeler	Electron Discharge Device
375,336	July 26/38	Case	Coupling System
375,337	July 26/38	Wheeler	Band-Pass Filter
376,082	Aug. 30/38	Farrington	Wave Signalling System
376,168	Sep. 6/38	Harnett	Superheterodyne Receiver
376,850	Oct. 4/38	Lyons	Coupling System
376,997	Oct. 11/38	Wheeler	Signal Selecting System
376,998	Oct. 11/38	Farrington	Selectivity Control
377,661	Nov. 15/38	Wheeler	Feedback Circuits
377,662	Nov. 15/38	Wheeler	Feedback Circuits
379,726	Feb. 28/39	MacDonald	Signal Selecting System
380,032	Mar. 14/39	Barber	Coupling System
381,558	May 23/39	Wheeler	Amplifier System
381,702	May 30/39	Lewis	Television Apparatus
381,703	May 30/39	Lewis	Television Apparatus
381,704	May 30/39	Huxtable	Wave Signalling System
384,134	Sep. 19/39	Lewis	Electric Wave Generator
384,284	Sep. 26/39	Cawein	Periodic Voltage Generator
384,561	Oct. 10/39	Johnson	Tone Control

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
385,097	Nov. 14/39	Lewis	Periodic Voltage Generator
385,905	Dec. 26/39	Wheeler	Vacuum Tube
387,127	Feb. 27/40	Case	Automatic Frequency Control
387,128	Feb. 27/40	Loughren	Fidelity Control
387,129	Feb. 27/40	Wheeler	Automatic Signal Interference Control
387,632	Mar. 19/40	Wheeler	Automatic Frequency Control for Oscillation Systems
387,646	Mar. 26/40	Wheeler	Band-Pass Selector
388,082	Apr. 16/40	Case	Signal Translating System
388,225	Apr. 23/40	Farrington	High-Frequency Oscillator
388,544	May 7/40	Farrington	Variable Selectivity Radio Receiver
389,321	June 11/40	Cawein	Television Receiving Apparatus
389,617	June 25/40	Cawein	Cathode-Ray Tube Scanning System
389,618	June 25/40	Case	Adjustable Inductance
389,619	June 25/40	Cawein	Broad Band Amplifier
389,620	June 25/40	Case	Automatic Tuning Arrangement
389,735	July 2/40	Wheeler	Phase-Correcting Low-Pass Filter
390,202	July 23/40	Wheeler	Oscillator Modulator
390,670	Aug. 13/40	MacDonald	Tuning and Selectivity Control
390,964	Aug. 27/40	Cawein	Transformer for Band-Pass Selector
391,100	Sep. 3/40	Wheeler	Feedback Amplifier Filter
391,807	Oct. 8/40	Freeman	Frequency-Responsive Network
392,782	Nov. 26/40	Hershey	Signal-Translating System
392,909	Dec. 3/40	Lewis	Modulated-Carrier Signal-Translating System
393,087	Dec. 10/40	Wheeler	Band-Pass Filter
393,733	Jan. 7/41	Lewis	Television Combining Amplifier
393,944	Jan. 14/41	Wheeler	Tapered Band Width Dead-End Filter
393,945	Jan. 14/41	Wheeler	Tunable Selector of Uniform Band Width
394,099	Jan. 21/41	Case	Duplex Vacuum-Tube Repeator
394,426	Feb. 4/41	Bergenrother	Cathode-Ray Signal-Generating Tube
394,818	Feb. 25/41	Lyons	Selectivity and Fidelity Control
395,157	Mar. 11/41	Farrington	Stabilized Tuned System
395,622	Apr. 1/41	Wheeler	Frequency Selective Network
396,205	Apr. 29/41	Wheeler	Periodic Wave Repeator
396,206	Apr. 29/41	Harnett	Periodic Wave Repeator
396,518	May 13/41	Hazeltine	Electron Discharge Device
396,519	May 13/41	Hazeltine	Frequency Conversion System
396,520	May 13/41	Wheeler	Uniform Impedance Network
396,521	May 13/41	Wheeler	Antenna
396,812	May 27/41	Curtis	Remote Control Wave Signal Receiver
396,813	May 27/41	Curtis	Remote Control Receiver
397,119	June 10/41	Lewis	Band-Pass Selector System
397,648	July 1/41	Farrington	Band-Pass Selector System
398,293	July 29/41	Wheeler	Amplifier System
398,294	July 29/41	Cawein	Tunable Band-Pass Selector
398,523	Aug. 5/41	Wheeler	Radio-Frequency Inductance Unit
398,731	Aug. 19/41	Wilson	Periodic Wave Generator
398,732	Aug. 19/41	Wheeler, Farrington	High-Frequency Tunable System and Apparatus
399,959	Oct. 14/41	Lewis	Television Scanning System
399,960	Oct. 14/41	Wilson	Scanning-Wave Generator Synchronizing System
400,321	Oct. 28/41	Wheeler	Oscillator-Modulator System
400,995	Nov. 25/41	Curtis	Homodyne Receiver
401,170	Dec. 2/41	Wheeler	Periodic Wave Generator
401,649	Dec. 23/41	Cawein	Periodic Wave Generating System
402,364	Jan. 20/42	Freeman	Vacuum Tube with Substantially Constant Interelectrode Capacitance

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
404,265	Apr. 21/42	Rado	Frequency Changing System
404,388	Apr. 28/42	Wilson	Periodic Wave Repeater
404,389	Apr. 28/42	Farrington	Combination Amplitude-Modulation-Frequency-Modulation Receiver
404,449	Apr. 28/42	Wheeler	Emission Valve Modulation System
404,535	May 5/42	Wheeler	Band-Pass Filter, including Trap Circuit
404,880	May 19/42	Wilson	Automatic Control of Television Receiving Systems
404,881	May 19/42	Freeman	Ultra-High-Frequency Signal-Translating Stage
405,295	June 9/42	Wheeler	Saw-Tooth Wave Generator
406,379	July 28/42	Wheeler	Periodic Wave Generator
406,704	Aug. 11/42	Wilson	Electric Timing System
406,971	Aug. 25/42	Bergenrother	Electron Multiplier Tube
407,289	Sep. 8/42	Freeman	Frequency-Modulated Carrier-Signal Translating System
407,436	Sep. 15/42	Jones	Electric Power Transmission Circuit
407,437	Sep. 15/42	Wheeler	Carrier-Signal Frequency-Detector System
407,560	Sep. 22/42	Wilson	Periodic Saw-Tooth Wave Repeater
407,561	Sep. 22/42	Case	Signal-Translating System
408,553	Nov. 10/42	Lewis	Signal Generating System
408,698	Nov. 17/42	Cawein	Television Synchronizing and Control System
408,699	Nov. 17/42	Lewis	Television Synchronizing and Control System
408,700	Nov. 17/42	Wilson	Television Signal-Translating System
408,701	Nov. 17/42	Wilson	Periodic Wave Repeater
409,282	Dec. 8/42	Wheeler	Television Broadcast System
409,347	Dec. 15/42	Freeman	Television Receiving Apparatus
409,348	Dec. 15/42	Wheeler	Television Synchronizing System
409,659	Dec. 29/42	Loughren	Television Signal Translating System
410,244	Jan. 26/43	Lewis	Synchronizing and Background Control for Television Receivers
410,245	Jan. 26/43	Cawein	Television Synchronizing System
410,246	Jan. 26/43	Case	Carrier-Signal Receiver
410,247	Jan. 26/43	Horshoy	Frequency Detector and Control Voltage Supply
410,745	Feb. 23/43	Wheeler; Freeman	Carrier-Signal Receiver
411,634	Apr. 6/43	Wheeler	Modulated-Carrier Signal Receiver
411,635	Apr. 6/43	Freeman	Automatic Control System for Carrier-Wave Signal Receivers
411,785	Apr. 13/43	Loughren	Television Broadcast System
411,786	Apr. 13/43	Wilson	Video-Frequency Signal-Translating System
411,787	Apr. 13/43	Case	Antenna System for Modulated-Carrier Signal Receivers
412,436	May 11/43	Ekront	Amplitude-Limiting Signal-Translating Channel
412,597	May 18/43	Wilson	Frequency-Modulation Television Signal Receiver
412,914	June 1/43	Wilson	Video-Frequency Signal-Translating System for Television Receivers
413,217	June 15/43	Wilson	Multiplex Signal-Translating System
413,218	June 15/43	Bergenrother	Vacuum Tube and Method of Manufacture Thereof
413,362	June 22/43	Tyson	Carrier-Signal Selector Network
414,462	Aug. 10/43	Wheeler	Television Broadcast System
414,591	Aug. 17/43	Smith	High Voltage Power Supply System
414,918	Aug. 31/43	Bergenrother	Cathode Ray Signal Reproducing Unit
415,113	Sep. 7/43	Case	Adjustable Inductance
416,756	Nov. 30/43	Malling	Inter Tube Intermediate Frequency Coupling System

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CANADIAN PATENT	DATE	INVENTOR	SUBJECT
416,757	Nov. 30/43	Wilson	Colour Television Signal Translating System
417,575	Jan. 4/44	Case	Carrier Signal Detector
417,690	Jan. 11/44	Wheeler	Band Pass Selector
417,691	Jan. 11/44	Hergenrother	Signal Generating System
417,692	Jan. 11/44	Hergenrother	Cathode Ray Tube
417,843	Jan. 18/44	Wheeler	Television Carrier Signal Receiver
418,466	Feb. 15/44	Case	Signal Translating System
422,479	Sep. 5/44	Wheeler	Television Receiver
425,442	Feb. 6/45	Loughren	Television Broadcasting System
424,233	Dec. 5/44	Malling	High-Frequency Signal-Translating System
430,163	Sep. 18/45	Loughren	Television Broadcasting System
436,096	July 30/46	Robinson	Electrical Condenser
439,327	Jan. 21/47	Curtis	Radio-Frequency Carrier-Signal Limiting System
439,889	Feb. 25/47	Wilson	Television Scanning System
440,932	Apr. 22/47	Barnett	High-Frequency Signal Generator
441,077	Apr. 29/47	Loughren	Signal-Generating System
441,703	May 27/47	Lawrance	Ultra-High-Frequency Signal-Translating Apparatus
442,610	July 11/47	Loughlin	Phase-Modulation System
442,611	July 1/47	Lewis	System for Determining the Position of an Object in Space
442,612	July 1/47	Nechamkin	Process for Black Finishing Metals
294,555	Nov. 5/29	Nyman	Insulation for Condenser
294,556	Nov. 5/29	Dubilier	Electrical Condenser Unit
294,557	Nov. 5/29	Dubilier	Electrical Condenser
294,558	Nov. 5/29	Dubilier	Electrical Condenser
294,559	Nov. 5/29	Dubilier	Electrical Condenser
294,560	Nov. 5/29	Dubilier	Electrical Condenser
294,561	Nov. 5/29	Dubilier	Electrical Condenser
294,562	Nov. 5/29	Fried	Electrical Condenser Casing
294,563	Nov. 5/29	Weiss	Process for Treating Electrical Condensers
294,564	Nov. 5/29	Dubilier	Electrical Condenser
294,565	Nov. 5/29	Dubilier	Electrical Condenser
298,068	Mar. 4/30	Dubilier	Multiple or Built Up Electrical Condenser
299,261	Apr. 15/30	Nyman	Electrical Insulation
314,656	Sep. 25/31	Powell	Method and Apparatus for Remotely Controlling Radio Receiving Systems
315,101	Sep. 8/31	Cotter	Automatically Operated Pickup Switches
321,914	Apr. 26/32	Nyman	Electrical Device
322,326	May 10/32	Nyman	Electrical Condenser System
329,791	Jan. 31/33	Bludworth	Electric Control Apparatus
329,792	Jan. 31/33	Bludworth	Remotely Controlled Radio and Phonograph Systems
332,533	May 16/33	Manson et al	Remote Control System
341,930	Mar. 29/33	Wuerfel	Radio Circuit
344,454	Sep. 8/34	Curtis et al	Radio Tuning Apparatus
347,241	Jan. 1/35	Reeves	Tone Control
360,814	Sep. 29/36	Dubilier	Electrical Condenser
372,814	Mar. 29/38	Bond	Noise Suppressors for Radio
374,016	May 24/38	Curtiss	Tone Compensated Volume Control
373,673	Aug. 9/38	Curtiss	Tone Control

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DEFENDANT'S EXHIBIT NO. 124-C.

Agreement dated as of the ..... day of ..... A. D. ..... Between:

Canadian Radio Patents Limited,

a corporation organized under the laws of Canada and having its Head Office and principal place of business at 200 St. Clair Avenue West, in the City of Toronto, in the Province of Ontario, hereinafter called the Licensor,

and

..... a corporation also organized under the laws of Canada, and having its Head Office and principal place of business at ..... in the City of ..... in the Province of ....., hereinafter called the Licensee.

Whereas the Licensor owns or has the right to grant licenses under various Canadian Letters Patent for inventions relating to or useful in the manufacture of Licensed Apparatus as hereinafter specified and defined;

And Whereas the Licensee desires the right to make lawful use of inventions covered by said Canadian Letters Patent and to that end desires to acquire the license herein granted;

Now, Therefore, In Consideration of the premises and of the license granted herein by the Licensor to the Licensee and the mutual covenants herein contained, the parties hereto agree as follows;

Article I.

Definitions.

For the purposes of this Agreement the following definitions shall apply:

(a) "Broadcast receiving set" means a receiving set of a type (other than theater television and theater facsimile types) designed primarily for the reception of broadcast signals representative of pictures, news, music, speeches, sermons, advertising, entertainment, educational and similar matter, or any of them or combinations of any of them, for the purpose of entertainment or instruction. "Broadcast signals" means signals transmitted by means of electro-magnetic waves, variations or impulses and intended for the general public, including without limiting the generality thereof such signals for subscription television and other subscription services.

(b) "Theater television and theater facsimile types" means picture broadcast receiving sets of types designed primarily for use in theaters or other places of public entertainment where an admission or entertainment charge is made.

(c) A "colour television broadcast receiving set" and a "Colour picture broadcast receiving set" means, in each case, a broadcast receiving set capable of reproducing a picture embodying two or more chromatic colours. Chromatic colours means colours such as reds, greens, blues, purples, yellows, and browns, as distinguished from the achromatic colours—black, white and grays.

(d) A "monochrome television broadcast receiving set" and a "monochrome picture broadcast re-

ceiving set'' means, in each case, a broadcast receiving set which is capable of reproducing a picture but is not capable of reproducing a picture embodying two or more chromatic colours.

(e) ''Pictures'' means light images, shadows, reflections, photographs and other visible reproductions of the aspect or shape of animate or inanimate objects or of drawings, writings, forms and other graphic, printed or written matter of all kinds.

(f) ''Electron tube'' means a device comprising two or more electrodes and an envelope which is to any extent evacuated or contains gas, vapor or liquid under any degree of pressure, which device operates by the passage of an electric current through the vacuum, gas or vapor contained within the envelope, including gas or vapor produced from such liquid, to change the form of, control or modify energy supplied thereto.

(g) A ''transistor'' is an active transducer which depends for its operation on the conduction of current in a semi-conductor or insulator, and which is adapted to perform functions analogous to functions of an electron tube. The term ''transistor'' as used herein, shall not be deemed to include a transducer, which depends for its operation on the conduction of current by electrons emitted into a vacuum, gas or vapor. Each ''transistor'' shall be deemed to include, as a part thereof, all permanently attached supporting members, cooling members and isolating or protecting structures, materials or housings for the semi-conductor or insulator or its terminals, but shall not include circuits or other elements, devices or components (including other transistors) associated with the semi-conductor or insulator or its terminals.

(h) A "transducer" is a device by means of which energy can flow from one or more transmission systems to one or more other transmission systems and an "active transducer" is a transducer in which the engery supplied to the one or more other systems is not obtained exclusively from the energy available from the one or more first systems.

(i) A "semi-conductor" is a material (which may contain impurities or other imperfections) having an electrical conductivity, at room temperature, between that of metals commonly used for the conduction of current and that of insulators, and in which the electrical impedance of the material can be altered by the application of potentials, radiations or other energy of intensities which are not sufficiently great to alter permanently the structure of the material.

(j) "Cabinet" means only that portion of Licensed Apparatus which is external to, permanently houses, and protects, and is designed to improve the appearance or saleability of the remaining portions thereof in the form and condition in which such apparatus is advertised (if at all) by Licensee, and is normally intended to be sold at retail to the ultimate user.

(k) "Automobile receiving set" means a complete broadcast receiving set of a type designed primarily for installation and use in automobiles.

(l) "Repair parts" means parts (other than electron tubes and transistors or semi-conductor devices) used to replace defective or worn out parts of a similar type thereafter to be discarded, for the purpose of repairing Licensed Apparatus.

Article II.

License.

Section 1

The Licensor hereby grants to the Licensee, upon the terms and conditions hereinafter set forth, a personal, indivisible, non-transferable and non-exclusive license, only for the Licensed Apparatus hereinafter specified and defined, and only as follows:

(a) to manufacture Licensed Apparatus in Canada and to sell or lease Licensed Apparatus so manufactured and

(b) to have Licensed Apparatus manufactured in Canada for the Licensee and to sell or lease such Licensed Apparatus so manufactured for the Licensee subject to the payment of royalties thereon by the Licensee as provided in Article III hereof. Such Licensed Apparatus shall be deemed to be licensed under this Agreement at the time of sale or lease by the Licensee.

Section 2

Subject to the reservations and exceptions specified in Section 3 of this Article II, this license is granted under all the Canadian Letters Patent covering inventions used in, relating to, or useful in, Licensed Apparatus, or in the manufacture thereof, owned by the Licensor or under which and to the extent to which the Licensor is empowered to grant licenses by Canadian Marconi Company, Montreal, Hazeltine Corporation, Little Neck, New York, U. S. A., Northern Electric Company Limited, Montreal and Phlips Electronics Industries Ltd., Toronto, individually. The following apparatus shall, for the purposes of this Agreement, be referred to as "Licensed Apparatus".

(a) complete monochrome television broadcast receiving sets and other complete monochrome picture broadcast receiving sets, including in each case accompanying sound if any;

(b) complete color television broadcast receiving sets and other complete color picture broadcast receiving sets, including in each case accompanying sound if any;

(c) complete sound broadcast receiving sets;

(d) complete combinations of apparatus of any of the kinds specified in sub-paragraphs (a) to (c) inclusive of this Section 2, and complete attachable apparatus of a type adapted for changing apparatus of a kind specified in any of such sub-paragraphs (a) to (c) inclusive into any such combinations;

(e) complete separate converters, adapters and auxiliary picture viewing devices, in each case of a type adapted for use with apparatus of any of the kinds specified in this Section 2 of this Article II, including without limiting the genearality thereof converters for amplitude modulation (AM), frequency modulation (FM), higher or lower frequencies and/or color, adapters for monochrome reception from color transmissions, slave units and supplementary picture viewing apparatus;

(f) complete separate remote, time and preselective control devices of types adapted for controlling the operation of apparatus of a kind specified in sub-paragraphs (a) to (e) inclusive of this Section 2 of this Article II;

(g) automobile receiving sets, complete except for one or more of the following: (1) cabinets, (2) parts used for the assembly of such sets in cabinets or

other permanent housings, or (3) external remote control heads and external flexible shafts connected to said remote control heads, provided such sets are in the form and condition in which they are normally intended for assembly by vendees or users in cabinets or other permanent housings not furnished by or obtained through the Licensee. Any of the foregoing excepted items may be omitted, but if included in or sold with such automobile receiving sets then such items shall be deemed parts thereof; and

(h) apparatus of a kind specified in any of sub-paragraphs (a) to (f) inclusive of this Section 2 of this Article II, other than automobile receiving sets, complete except for cabinets and parts used for the assembly of such apparatus in cabinets or other permanent housings.

Each apparatus specified in sub-paragraphs (a) to (f) inclusive of this Section 2 of this Article II, in order to constitute Licensed Apparatus, shall be completely manufactured apparatus, complete with cabinet or cabinets, and in the form and condition in which it is advertised (if at all) by Licensee and is normally intended to be sold at retail to the ultimate user.

Without limiting the generality of the provisions of this Section 2 of this Article II, and to the extent necessary to comply therewith, Licensed Apparatus shall include the following:

(1) the devices, circuits and conductors by means of which electro-magnetic waves and the picture or sound signals impressed thereon are intercepted, picked up, converted, conducted, selected, detected, translated, rectified, modified, amplified, projected,

and made visible or made audible, as the case may be; and

(2) the devices by means of which electrical currents, derived from primary sources are conducted, converted, rectified, or otherwise modified for energizing such devices, circuits and conductors; and

(3) any cabinets, housings, supporting structures, assembly materials, operating, indicating and controlling devices, circuits and conductors; and

(4) any associated sound recording or reproducing apparatus and any other parts, devices and appurtenances which are embodied or enclosed in, or are mounted on, attached to, or constitute parts of, the apparatus specified in this Section 2 of this Article II or the cabinet thereof, or which enable remote control of its operation.

Section 3

Anything in this Agreement to the contrary notwithstanding, no license is herein granted, and no act or acts of manufacture, sale or lease hereunder shall be construed as or result in conveying any license to the Licensee or others, expressly or by implication, estoppel or otherwise under or with respect to:—

(a) Letters Patent claims relating to the structure or manufacture of electron tubes, transistors, semi-conductors, incandescent lamps and other light sources, batteries; or

(b) Letters Patent of any country other than Canada; or

(c) Unassembled apparatus or parts thereof, other than repair or replacement parts for use in Licensed Apparatus; or

(d) Any device or any method or process of manu-

facture upon which the Licensee is not required to pay royalties pursuant to the provisions of this Agreement; or

(e) Processed materials and methods relating to the manufacture of such materials.

Section 4

The Licensor shall not assert any Letters Patent, owned by it or under which it has the right to grant licenses to others, gainst any vendee or user of Licensed Apparatus specified in sub-paragraphs (g) and (h) of Section 2 of this Article II, on account of the assembly by such vendee or user of such Licensed Apparatus in cabinets or other permanent housings not furnished by or obtained from the Licensee.

Article III.

Royalties.

Section 1

The Licensee shall pay royalties to the Licensor upon all Licensed Apparatus sold or leased by it during the term of this Agreement at the following rates and in each instance upon net amounts determined as provided in Section 2 of this Article III:

(a) 1.4% upon all Licensed Apparatus specified in sub-paragraphs (a) and (g) of Section 2 of Article II comprising monochrome picture (including television) broadcast receiving sets, including combinations of such apparatus with apparatus specified in sub-paragraph (c) of Section 2 of Article II;

(b) 2.0% upon all Licensed Apparatus specified in sub-paragraphs (b) and (g) of Section 2 of Article II comprising colour picture (including television) broadcast receiving sets, including combinations

of such apparatus with apparatus specified in sub-paragraphs (a) and (c) of Section 2 of Article II;

(c) 1.0% upon all Licensed Apparatus specified in sub-paragraphs (c) and (g) of Section 2 of Article II comprising only sound broadcast receiving sets;

(d) The rate of royalty upon all Licensed Apparatus specified in sub-paragraph (d) of Section 2 of Article II, comprising complete attachable apparatus of a type adapted for changing apparatus of a kind specified in sub-paragraphs (a) to (c) inclusive of Section 2 of Article II, into combinations, shall be at the same rate as that which applies to the type of combination of Licensed Apparatus resulting from such change;

(e) The rate of royalty upon all Licensed Apparatus specified in sub-paragraphs (e) and (f) of Section 2 of Article II shall be at the same rate as that which applies to the Licensed Apparatus of the type which results from the conversion or adaptation or of the type to be controlled;

(f) The rate of royalty upon all apparatus specified in sub-paragraph (h) of Section 2 of Article II shall be double the rate which would be applicable to such apparatus if sold completely installed in cabinets or other permanent housings;

(g) Upon and Licensed Apparatus sold for export and actually exported from Canada and not returned for use therein, the rate shall in each case be one-half the rate specified for such apparatus in sub-paragraphs (a) to (f) inclusive of this Section 1.

No royalties shall be payable upon repair parts as hereinbefore defined.

Section 2

The base for the computation of royalties thereunder shall be the Licensee's genuine selling price at which customers are billed in the usual course of business for Licensed Apparatus, as packed for shipment to customers and including all packing material and boxes, cartons, crates, and all contents thereof, without any deductions other than those applicable as hereinafter in this Section 2 of this Article III specified. Such royalties shall be computed and paid on net amounts determined by making only the following deductions, and no others, from the Licensee's said selling price of such Licensed Apparatus sold by it:—

(a) Deduction for Sales and Excise Taxes:—

Canadian Government Sales and Excise Taxes which are actually paid by the Licensee on Licensed Apparatus sold by the Licensee, but only if and to the extent the amounts of such taxes are included in the Licensee's selling prices therof.

(b) Tube, Transistor, Semi-Conductor and Battery Deduction:—

The Licensee's net purchase prices (including inward freight only) of electron tubes, transistors, semi-conductors and/or batteries purchased by the Licensee for use in Licensed Apparatus, if the Licensee has included in its selling prices of such Licensed Apparatus an amount at least equal to such net purchase prices for such tubes and/or batteries. In cases where Licensed Apparatus is obtained as provided in sub-paragraph (b) of Section 1 of Article II hereof, the deduction for such tubes or batteries shall not exceed the lowest amount which the Licensee is then currently paying for similar tubes or batteries for use in Licensed Apparatus manufactured by the Licensee

or the fair market value thereof, whichever shall be lower. In the event the Licensee manufactures batteries for use in Licensed Apparatus, the deduction for such batteries shall not exceed the lowest prices at which the Licensee currently sells similar batteries to third persons or the fair market value thereof, whichever shall be lower.

(c) Cabinet Deduction:—
Any amount of the Licensee's manufacturing cost or purchase price (including inward freight only) of the cabinet which is in excess of Thirty Dollars ($30.00).

(d) Automatic Record Changer Deduction:—
The Licensee's cost or net purchase price (including inward freight only) of automatic record changers manufactured or purchased by the Licensee for use in Licensed Apparatus.

(e) Clock Mechanism Deduction:—
The Licensee's cost or net purchase price (including inward freight only) of clock mechanisms manufactured or purchased by the Licensee for use in Licensed Apparatus.

Section 3

The base for the computation of royalties on Licensed Apparatus which is leased shall be the Licensee's genuine selling price of identical or substantially identical apparatus. If no apparatus identical or substantially identical to the leased Licensed Apparatus is sold by the Licensee, the base for the computation of royalties shall be the value of said Licensed Apparatus as established for the payment of Canadian sales tax. If no value is established for sales tax payments, the base for the computation of royalties shall be a fair market value established by the Licensee and approved by the Licensor.

Section 4

For the purpose of determining royalty payments, Licensed Apparatus shall be deemed to be sold or leased within the meaning of this Agreement when billed or consigned or when delivered, shipped or mailed, whichever first occurs.

Section 5

In computing the amount upon which royalties are payable, credit may be taken by the Licensee for all Licensed Apparatus previously sold which is returned by customers to the Licensee and credit allowed therefor, but credit shall not be taken by the Licensee for any other deduction, allowance or credit, which may have been granted or allowed to its customers, without the written consent of the Licensor.

Section 6

The Licensee's net selling prices, for the purpose of computing royalties payable hereunder on Licensed Apparatus consigned, shall be the consignee's selling prices before any allowance or deduction specified in Section 2 of this Article III) except the Licensee's selling commissions to the consignee.

Section 7

Sales of Licensed Apparatus, by the Licensee to any other licensee of the Licensor who is licensed by the Licensor to manufacture and sell or lease such apparatus and who is obligated to pay royalties to the Licensor in respect thereof, shall be reported by the Licensee to the Licensor but shall not be subject to the payment of royalties by the Licensee. The Licensee shall report all of its sales of Licensed Apparatus referred to in sub-paragraph (b) of Section 1 of Article II hereof, and shall pay royalty thereon,

in all respects as though such apparatus had been manufactured by the Licensee itself under this Agreement.

Section 8.

In order to insure to the Licensor the full royalty payments contemplated hereunder, the Licensee covenants that, in the event that any Licensed Apparatus shall be sold directly or indirectly either (1) to a corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, exclusive sales or supply contract, or otherwise, or (2) to a corporation, firm or association which the Licensee or stockholders of the Licensee, or any company controlled by the Licensee shall directly or indirectly control by stock ownership, exclusive sales or supply contract, or otherwise, or (3) to a corporation, firm or association controlled directly or indirectly by stock ownership, exclusive sales or supply contract, or otherwise by any corporation, firm or association which, or individual or group who, shall directly or indirectly control the Licensee by stock ownership, excusive sales or supply contract, or otherwise, or (4) to a corporation, firm or association which, or individual or group who shall be so affiliated, by any means whatsoever, with the Licensee as to impair, discourage or prevent arm's length dealings between such corporation, firm, association, individual or group and the Licensee, the royalties to be paid hereunder in respect of such Licensed Apparatus shall, at the option of the Licensor, be based upon the invoice price at which the last of such purchasers resells said apparatus, rather than upon the invoice price of the Licensee.

Secion 9

The royalties prescribed herein shall be due and payable on the twentieth (20th) day of each month following that in which any Licensed Apparatus is sold or leased hereunder.

Without in any way prejudicing, impairing or waiving any of the rights granted herein to the Licensor, including right of cancellation or termination, interest may be charged and shall be payable by the Licensee on all overdue royalty payments at the rate of six per cent (6%) per annum from the due date of payment thereof until such overdue payments have been made in cash.

Section 10

Upon default of payment of royalties by the Licensee for any monthly period, and if in the opinion of the Licensor the financial responsibility of the Licensee so warrants, the Licensor shall forthwith at its option and without in any way prejudicing or relinquishing any rights granted to it hereunder, have the right to thenceforth require payment of accruing or accrued royalties from the Licensee by way of transfer or assignment to said Licensor of such portion of the sales price of Licensed Apparatus payable to the Licensee as may be necessary to satisfy the royalties in respect to such sales or accrued royalties previously owing to the Licensor, or, in the alternative, the Licensor may require payment by the Licensee daily or weekly, as it may desire, of royalties with respect to Licensed Apparatus sold under this Agreement.

Article IV.

Records and Reports.

Section 1

The Licensee shall keep full, true and accurate books of account and records of all Licensed Apparatus manufactured and/or sold under the license granted by this Agreement, in sufficient detail to enable the Licensor to ascertain what royalties are due hereunder. The said books of account and records shall particularly show the number and types of Licensed Apparatus made and sold by the Licensee and

the Licensee's invoice price thereof for each type or model (before cash discounts, freight, royalty, advertising allowances or similar deductions have been made).

The said books of account and records shall be open to the inspection of the Licensor or its duly authorized representative at all reasonable times in order to substantiate proper compliance with the provisions of this Agreement and such authorized representative may make such copies and take such extracts from said books of account and records as he may deem necessary.

The Licensee shall allow such investigations by the Licensor or its duly authorized representatives generally of the Licensee's business in Licensed Apparatus and upon request shall furnish the Licensor with such information as may be necessary to determine the accuracy of all statements required by this license to be furnished to the Licensor and to verify the Licensee's compliance with the terms and conditions of this Agreement.

Section 2

The Licensee shall simultaneously with the payment of royalties as prescribed in Article III, not more than twenty (20) days after and as of the first (1st) day of each month during the term of this Agreement, furnish to the Licensor a written royalty report (in substantially the form of Exhibit A attached hereto and made a part hereof) specifying exactly the total number of Licensed Apparatus sold or leased by the Licensee during the preceding month or that part of the preceding month during which this License shall have been in force. Said royalty reports shall show the Licensee's selling prices with respect to all such apparatus, each deduction claimed as provided in Section 2 of Article III hereof, whether such apparatus was sold or leased for use in Canada or for export therefrom, and the amounts of royalties payable thereon as provided in Article III hereof.

The first royalty payment and accompanying report shall be due on ..... and shall cover the month commencing ..... and shall also include a statement of all Licensed Apparatus sold by the Licensee between ..... and the date of this Agreement and the Licensee shall pay to the Licensor royalty thereon, at the time of such report in the same amount as if this Agreement had been in force and effect at the time of said sale.

Section 3

The Licensor agrees not to disclose any confidential information relating to the Licensee's business obtained by the Licensor by reason of this Agreement except when combined statistically with corresponding information obtained from other licensees in such manner as to conceal said information, and except as it may be necessary to disclose the information in or in connection with any arbitration or litigation.

Article V.

Patent Marking and Trade Marks.

Section 1

The Licensee shall affix in a conspicuous place on all Licensed Apparatus manufactured and/or sold or leased by the Licensee under the terms of this Agreement, a license notice bearing the corporate or trade name, brand name or identification insignia of the Licensee, with the inscription, namely:

"Licensed by Canadian Radio Patents Limited"

together with such patent marking as may be required under the provisions of the Canadian Patent Act.

Section 2

The Licensee shall notify the Licensor from time to time of each trade mark, trade name, brand name or identification insignia applied to Licensed Apparatus manufactured by or for the Licensee and sold or leased by it. Such trade mark, trade name, brand name or identification insignia shall, if feasible, be etched, stamped or in some other permanent form affixed in a conspicuous place upon every such Licensed Apparatus and any Licensed Apparatus not bearing such identification, name or trade mark is not licensed hereunder.

Section 3

All said marks, inscriptions or identification insignia required herein shall be of a prominent, fixed and permanent character and displayed in such manner that distributors, jobbers, dealers and retail purchasers or users may see and recognize the same at the time of purchase and sale and the Licensee's catalogues, circulars, and price lists referring to said Licensed Apparatus shall also contain the same means of identification. The Licensee further agrees to include in any and all such catalogues, circulars or price lists of the Licensee, advertising said Licensed Apparatus, the statement "Licensed by Canadian Radio Patents Limited".

Article VI.

Validity of Patents.

The admission of validity implied in the acceptance of the license hereunder is limited to the scope, field and period for which such license is granted, or agreed to be granted.

Article VII.

Notices.

Until written notice of change of address is given by either party to the other by registered letter properly addressed, any notice or request with reference to the subject matter of this Agreement shall be deemed to have been sufficiently given when (1) if given to the Licensor, it shall be enclosed in a registered postpaid envelope addressed to the Licensor at its office at 200 St. Clair Avenue West, Toronto 7, Ontario and deposited in any Post Office in the place where the head office of the Licensee is located and service or delivery of such notice shall be deemed to have taken place as of the date of such mailing; (2) if given to the Licensee, it shall be enclosed in a registered postpaid envelope addressed to the Licensee at the last known address of the Licensee and deposited in any Post Office at Toronto, Ontario, and service or delivery of such notice shall be deemed to have taken place as of the date of such mailing.

Article VIII.

Term and Termination.

Section 1

This Agreement shall be effective as of ..... and, unless cancelled as hereinafter provided, shall remain in force until July 2, 1963. Either party hereto may cancel this Agreement at any time upon sixty (60) days written notice to the other party to that effect.

Section 2

The license herein granted and agreed to be granted by the Licensor shall cease, except as herein otherwise specifically provided, upon the cancellation or termination of this Agreement.

Section 3

In the event of failure of the Licensee at any time during the continuance of this Agreement to render any of the statements called for herein upon any of the prescribed dates or to pay all of the royalties required hereunder when due or upon failure of the Licensee to comply with any of the other obligations of this Agreement, the Licensor may, at its option and without prejudice to any of its other legal and equitable rights and remedies under this Agreement, by ten (10) days' notice in writing to the Licensee particularly specifying the breach or failure of the Licensee, terminate the license herein granted and all rights of the Licensee hereunder unless such breach or failure has been rectified within the said period of ten (10) days.

Should the Licensee at any time make an authorized assignment for the benefit of its creditors or voluntarily or involuntarily be declared a bankrupt or be wound up or if a receiver or liquidator shall be appointed to administer its affairs and shall not be discharged within five (5) days after his appointment, this Agreement shall automatically and without notice become cancelled and terminated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee or liquidator is appointed.

No cancellation or termination of this license shall affect any of the other legal and equitable rights and remedies of the Licensor under this Agreement nor shall any cancellation or termination release the Licensee from any liability accruing to the Licensor hereunder prior to the time such cancellation or termination became effective. No failure on the part of the Licensor to exercise its rights of cancellation or termination hereunder for any one or more defaults shall be construed to prejudice its rights of cancellation or termination for any subsequent default.

Article IX.

Successors or Assigns.

Section 1

Neither this Agreement nor any of its benefits shall be shared by the Licensee with any person, firm or corporation whatsoever without the written consent of the Licensor.

Section 2

This Agreement and the License hereby granted shall terminate unless otherwise agreed in writing by the Licensor, upon any attempt by the Licensee to assign the same. For the purpose of verifying compliance with the provisions of this Section the Licensee agrees to permit the authorized representatives of the Licensor to examine the share or stock register books of the Licensee at any time within business hours, upon reasonable notice.

This License Agreement shall enure to the benefit of the successors and assigns of the Licensor but shall not enure to the benefit of the successors and assigns or any legal representatives of the Licensee without the written consent of the Licensor.

In Witness Whereof the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized, and their corporate seals to be hereto affixed, as of the day and year first above written.

Canadian Radio Patents Limited,

.....,

President.

.....,

Secretary.

.....,

President.

.....,

EXHIBIT A OF LICENSE AGREEMENT DATED AS OF ..... BETWEEN CANADIAN RADIO PATENTS LIMITED AND

.....

STATEMENT OF ROYALTY DUE CANADIAN RADIO PATENTS LIMITED

LICENSEE FOR THE MONTH OF 19

TYPE OF APPARATUS Name (Art.II Sec. 2) Model No. No. Tubes No. Transistors	SELLING PRICE (Per Unit)	SALES TAX PAID	EXCISE TAX PAID	COST OF TUBES	COST OF TRANS.	COST OF BATT.	CABINET OVER $30	RECORD CHANGER and/or CLOCKS	NET PRICE FOR ROYALTY (Per Unit)	ROYALTY RATE (Art.III Sec.1)	ROYALTY PER UNIT	TOTAL UNIT SALES	TOTAL ROYALTY
												TOTAL ALL LICENSED APPARATUS	

Please report under main type headings of Radio Receivers, Television Receivers, Electrical Phonographs, etc., with sub-headings of Domestic or Export. Show total unit sales and total royalty for each of these sub-headings and main headings in the last two columns.

Certified to be a true and correct statement of our sales of Licensed Apparatus during the period designated above.

Signed .....

Date .....

Defendant's Exhibit No. 124C.
1829

DEFENDANT'S EXHIBIT NO. 124-D.

Supplementary Agreement dated and effective as of the _____ day of _____, 1958

Between

Canadian Radio Patents Limited

whose address is 200 St. Clair Avenue West, Toronto, Ontario, Canada (hereinafter called the Licensor),

— and —

whose address is _____

_____ (hereinafter called the Licensee).

Whereas by an Agreement dated _____ 19____ between the parties hereto (hereinafter called the Main Agreement), the Licensee acquired from the Licensor a license under those patents owned by the Licensor or under which the Licensor is empowered to grant licenses by Canadian Marconi Company, Hazeltine Corporation, Northern Electric Company Limited or Philips Electronics Industries Limited;

And Whereas the Licensee now requests that said Main Agreement be augmented to include a license also under those Canadian Letters Patent owned by RCA Victor Company Limited or Radio Corporation of America;

And Whereas the Licensor is willing to modify the Main Agreement in accordance with this request;

Now Therefore, it is mutually agreed that:

1. Effective as of the date hereof and for so long as this Supplementary Agreement shall remain in effect the Main Agreement is amended as follows:

(a) Lines 1 to 10 inclusive of paragraph 1, Section 2, Article II, are deleted and replaced by:

"Subject to the reservations and exceptions spec-

ified in Section 3 of this Article II, this license is granted under all the Canadian Letters Patent covering inventions used in, relating to, or useful in, Licensed Apparatus, or in the manufacture thereof, owned by the Licensor or under which and to the extent to which the Licensor is empowered to grant licenses by Canadian Marconi Company, Montreal, Hazeltine Corporation, Little Neck, New York, U. S. A., Northern Electric Company Limited, Montreal, Philips Electronics Industries Ltd., Toronto, and by Radio Corporation of America, New York City, New York, U.S.A., as well as RCA Victor Company Limited, Montreal. The following apparatus shall, for the purposes of this Agreement, be referred to as 'Licensed Apparatus'."

(b) Sub-paragraphs (a), (b) and (c) of Section 1, Article III are cancelled and the following is substituted therefor—

"(a) 2.3% upon all Licensed Apparatus specified in sub-paragraphs (a) and (g) of Section 2 of Article II comprising monochrome picture (including television) broadcast receiving sets, including combinations of such apparatus with apparatus specified in sub-paragraph (c) of Section 2 of Article II;

(b) 3.25% upon all Licensed Apparatus specified in sub-paragraphs (b) and (g) of Section 2 of Article II comprising colour picture (including television) broadcast receiving sets, including combinations of such apparatus with apparatus specified in subparagraphs (a) and (c) of Section 2 of Article II;

(c) 1.45% upon all Licensed Apparatus specified in sub-paragraphs (c) and (g) of Section 2 of Article II comprising only sound broadcast receiving sets, when such Licensed Apparatus does not use any transistors;

(c'.) 1.9% upon all Licensed Apparatus specified in sub-paragraphs (c) and (g) of Section 2 of

Article II comprising only sound broadcast, receiving sets when such Licensed Apparatus uses one or more transistors."

2. Unless cancelled or terminated as hereinafter provided this Supplementary Agreement shall remain effective until July 2nd, 1963. Either party hereto may cancel this Supplementary Agreement at any time upon sixty (60) days' written notice to the other party to that effect. In any event this Supplementary Agreement shall terminate concurrently with the termination of the Main Agreement.

In Witness Whereof the parties hereto have caused these presents to be executed by their respective duly authorized officers.

Canadian Radio Patents Limited

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DEFENDANT'S EXHIBIT NO. 125.

(Letterhead of Radiomarine Corporation of America, New York 13.)

March 30, 1944.

Committee on International Activities:

Gentlemen:

There is attached a copy of a Memorandum on the Licensing and Patent Situation in Canada, for discussion at the next meeting of the Committee on International Activities, which will be held on April 6, 1944.

Faithfully yours,
J. G. MacKenty

Mr. Frank M. Folsom, Chairman
Mr. David Sarnoff
Mr. J. D. Cook
Mr. B. Gardner
Mr. DeWitt Millhauser
Mr. John P. Royal
Mr. Otto S. Schairer
Mr. William A. Winterbottom

Memorandum on the Licensing and Patent Situation in Canada.

In 1924 RCA granted exclusive licenses to Canadian General Electric Company, Limited (CGE) and Canadian Westinghouse Company, Limited (CW) for the radio field in general except tubes, and received in consideration therefor certain royalties. CGE is substantially wholly owned by General Electric Company in the United States, and CW by Westinghouse Electric and Manufacturing Company and Westinghouse Air Brake.

In 1923 CGE, CW, Northern Electric Company, Limited, The Bell Telephone Company of Canada (in which American Telephone and Telegraph Company is heavily interested), Canadian Marconi Company, and Rogers-Majestic Corporation Limited cross licensed each other in the radio and in other fields. In 1927 these companies, with the exception of Bell, formed a patent licensing organization known as Canadian Radio Patents, Limited (CRPL), for the purpose of granting licenses to the industry for broadcast receivers under their patents.

In 1929 RCA purchased the Victor Talking Machine Company of the United States and acquired thereby all of the stock of the Victor Talking Machine Company of Canada Limited (now RCA Victor Company Limited). It then became necessary for RCA to reacquire licenses under its own patents, in view of the exclusive licenses which it had granted to CGE and CW in 1924, and to acquire licenses under the patents of the other large interests in Canada.

During an interim period of several years, RCA Victor made radio receivers under CGE's license, sold them to CGE and repurchased Victor brand receivers from CGE. This arrangement was not satisfactory. Accordingly, in 1935 RCA entered into cross license agreements with these companies and with Canadian Radio Patents, Limited. Under these arrangements RCA acquired for itself and for RCA Victor Company Limited non-exclusive licenses to manufacture practically all apparatus in the radio field, with the exception of tubes. The other companies acquired licenses from RCA for the radio field and for their normal fields of business. CRPL acquired the right to grant sublicenses for radio broadcast receivers under RCA's patents, and RCA received free licenses from CRPL for broadcast receivers under the patents of CRPL, which comprised all the patents of its owners. With respect to

apparatus other than broadcast receivers RCA Victor is obligated to pay 3% royalty to CGE and CW.

All the Canadian agreements to which RCA is a party will expire at the end of this year, and it will be necessary to enter into new cross license agreements with the larger patent owners in Canada and to make licenses available under RCA's patents to the rest of the radio industry in Canada, most of which is now licensed by Canadian Radio Patents, Limited under agreements expiring at the end of this year.

In the past ten years, RCA's patent position has greatly increased in importance to the point where today RCA owns nearly 80% of the important radio patents in Canada, CGE approximately 10%, CW somewhat less than 6%, Northern Electric 4% and Canadian Marconi less than 1%.

This new situation indicates that RCA's future patent and license relationships in Canada should be quite different from those which existed in the past. Consideration is now being given to a plan whereby RCA will enter into separate cross license agreements with each of the Canadian patent owners, in which recognition would be given to the difference in value of the respective patent situations. A plan is also under consideration whereby RCA will grant licenses under its patents directly to the present licensees of Canadian Radio Patents, Limited, rather than continue the right of that organization to grant licenses under RCA's patents.

This plan would procure for RCA Victor the patent rights necessary to enable it to proceed without restrictions on its engineering and commercial activities in the radio field in Canada, and should also obtain for RCA royalty income for the use by others of its inventions.

March 27, 1944.

J. G. MacKenty

DEFENDANT'S EXHIBIT NO. 126.

August 2, 1948

Mr. Conway P. Coe,
Radio Corporation of America,
30 Rockefeller Plaza,
New York, N. Y.

Dear Mr. Coe:

The arrangements whereby CRPL has been able to license Canadian home receiving set manufacturers under RCA patents have been somewhat different at different times in the last few years, and may be indicated as follows:

1. From 1935 to January 1, 1945, CRPL, through Canadian General Electric Company, Limited and Canadian Westinghouse Company, Limited, had the right to license and did license Canadian manufacturers in this field. These rights included both sound and television.

2. From January 1, 1945 to December 31, 1946, CRPL licensed Canadian manufacturers under RCA patents by virtue of an agreement with RCA Victor Company, Limited.

3. Since January 1, 1947, there has been no formal arrangement whereby CRPL would be in a position to license under RCA patents. However, since the then point of disagreement had to do with the inclusion or exclusion of television and since no television receivers were being built in Canada, CRPL has proceeded informally to license the Canadian manufacturers, and RCA and RCA Victor Company, Limited have acquiesced in this action as shown by the payment and acceptance of the royalties provided in an

unsigned form of agreement which was to have covered the year 1947. In 1946, RCA Victor Company, Limited received $50,453.26 and in 1947, $77,946.27. RCA Victor Company, Limited retained 10% of the above amount for expenses involved in negotiation and handling.

For the last several years, all interested parties have spent a great deal of time in trying to arrive at a working basis. It now appears possible to continue licensing through CRPL, RCA to receive an as yet undetermined percentage, but not less than 20% of the net after expenses. The remaining 80% is to be divided by CRPL among its five member companies.

We would like to continue on the same basic plan, obtaining the best arrangements with CRPL that are found possible. The alternative, I believe, is a complete breakdown in the Canadian license situation with the consequent harmful effect upon the U. S. domestic situation.

Mr. Heffernan has advised that if this arrangement has the approval of the Patent Policy Committee or of the Foreign Licensing Sub-committee or of yourself, the Law Department will interpose no objection.

Yours very truly,

B. E. Shackelford
Director License Department.

cc Mr. J. V. Heffernan
Mr. Meade Brunet
Mr. F. R. Deakins
Mr. J. G. MacKenty

DEFENDANT'S EXHIBIT NO. 127.

Letter re Mac Farland - see 1 year CKP U S. J.F. Tomes-gram
copy re Lemon

1. Exclusive agreement for Canada for 10-year period with option for further 10 year term.
2. Covers all present and future patents.
3. Engineering service for royalties paid. - Home sets only - after war
4. Exclusive license for Radio Receiving Set for Home
   Television " " "
   Elec. Phonograph " " "

Royalties

5. Domestic field 1-1/2% max. $35,000.00 - min. $15,000.00 } After war only.
   Complete apparatus less deductions. — deduction for $3,000,000 sales — then 1/2% to $45,000
6. Commercial field 2% max. $2,500.00 }
   Complete apparatus less deductions.
7. War Purposes 1/2% max. $10,000.00
   1/7 of what Scalander gets from Govt.

Hazeltine Research, Inc. vs. Zenith Radio Corporation Defendant's Exh. No. 127 — C.A. No. 180-1267

DX BLH
193

3. To include all general technical information sent to licensees plus a service agreement at X dollars per man day.

8 Litigation - If fought at instance of C.R.P. - expenses and damages if recovered to be divided pro rata. If fought at instance of Hazeltine, at expense of Hazeltine, & in either case they right to participate

9. Patents to be selected by Hazeltine.

6 } Minimums, aid not from guarantees but give right to
7 } Cancellations

5 } Royalties payable on apparatus of C K P's licensees including members.
6 }
7 }

Cancellation Licensees of C.R.P.

12 - CGE
Canadian Westinghouse
Rogers-Majestic
Northern Electric
Stanley
S W
Spartan
Addison
Electrolume

CRP licenses expire in 1944. Check ABK ppt. meetings.

1951625
1913604
2022514
2111423
Re 19744

DEFENDANT'S EXHIBIT NO. 128.

April 6, 1943.

J. C. Macfarlane, Secretary-Treasurer,
Canadian Radio Patents Limited,
159 Bay Street,
Toronto,
Canada.

Dear Mr. Macfarlane:

This letter is to confirm the substance of discussions yesterday morning between yourself, Messrs. Lanoue and Fotheringham of Northern Electric, and Mr. Binns and the writer of Hazeltine Corporation relative to the proposed License Agreements from Hazeltine Corporation to Canadian Radio Patents Limited and Sealandair Limited under the Canadian patents of Hazeltine Corporation.

It was informally agreed by those present, subject to confirmation by their respective principals, that the License Agreements would include the following general provisions:

(1) The License Agreements will be exclusive for Canada for a ten-year period with an option on the part of the licensees to renew for a further ten-year term.

(2) The licenses will cover all Canadian patents and applications owned by Hazeltine Corporation or under which it shall have the right to grant licenses during the term of the licenses.

(3) Hazeltine Corporation will furnish to Canadian Radio Patents Limited for distribution to its licensees all general technical reports relating to broadcast receivers which are circulated generally to its licensees in the United States and, in addi-

tion, will, after the war, make available to Canadian Radio Patents Limited and its licensees a limited engineering service at a rate to be agreed upon.

(4) There will be two licenses, one to Canadian Radio Patents Limited for home radio receivers, home television receivers, and home electric phonographs, and a license to Sealandair Limited in all other communication fields.

(5) The royalty under the license to Canadian Radio Patents Limited in the home set field will be at the rate of 1½% of the selling price of the chassis portion of the receivers involved, as determined by the formula included in the licenses issued by Canadian Radio Patents Limited, payable on apparatus sold by the members and licensees of Canadian Radio Patents Limited up to a maximum of Thirty-Five Thousand Dollars ($35,000) per year, which shall be applicable to gross sales billed by such members and licensees to the amount of Eight Million Dollars ($8,000,000). With respect to sales in excess of Eight Million Dollars ($8,000,000), the rate of royalty shall be ¾% of the selling price of the chassis portion of the receiver, with a final maximum of Forty-Five Thousand Dollars ($45,000) per year. In case the royalties under this license fall below a minimum value of Fifteen Thousand Dollars ($15,000) in any year, Hazeltine Corporation shall have the right to cancel the license.

(6) The license in the so-called commercial field, which will include all fields except that of the home set field, will be at the rate of 2% of the selling price of the complete apparatus less deductions for auxiliary apparatus or accessories not necessary for the functioning of the apparatus, with a maxi-

mum royalty of Twenty-Five Hundred Dollars ($2,500) per year.

(7) For the duration of the war, it is understood that Canadian Radio Patents Limited and Sealandair Limited will include the Hazeltine Corporation Canadian patents in the group under which it is negotiating a license with the Canadian Government and that Canadian Radio Patents Limited will pay Hazeltine Corporation one-seventh (1/7) of what Canadian Radio Patents Limited and Sealandair Limited receive from the Canadian Government.

(8) It is understood that Hazeltine Corporation's Canadian patents will continue to be solicited by Hazeltine.

(9) It is understood that Canadian Radio Patents Limited shall have the right to bring litigation for the enforcement of the Hazeltine Corporation Canadian patents at its expense and for its benefit. Hazeltine Corporation shall also have the right to bring suits considered necessary for the protection of its patent situation at its expense and for its benefit. In either case Hazeltine shall have the right to participate in the suits through counsel and to approve of the strategy and procedure.

Will you please confirm the foregoing outline and advise us when you have obtained the necessary approvals so that appropriate steps may be taken to convert the understanding into formal contracts.

Very truly yours,

Hazeltine Corporation,

By .....

Vice-President.

LBD:PC

cc: Mr. A. J. R. Lanoue

DEFENDANT'S EXHIBIT NO. 129.

Canadian Radio Patents Limited.

General Survey

April 1955

Confidential Copy for H. M. Turner

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Canadian Radio Patents Limited
200 St. Clair Ave. W.
Toronto.

General Survey—April 1955.

This is the sixth of a series of post-war General Surveys prepared for the confidential information of the Directors of Canadian Radio Patents Limited. The last Survey was dated December 1953 and covered a two-year period in which the first Canadian television stations were opened and the dollar volume of television receiver sales surpassed radio receiver sales for the first time. The Survey gave the facts about the arrangement negotiated with the Department of Defence Production whereby, commencing on April 1st 1951, payments of $500,000 a year are made to the Company acting as agent for the shareholder companies and RCA Victor. Purchase of the Louis Parker Canadian Patent No. 457,328, relating to Intercarrier Sound, at a price of $375,000 payable in seven annual installments of $50,000 each and a final payment of $25,000 in the eighth year, was another highlight of the December 1953 Survey and, although final figures for 1953 were not available at the time that that Survey was printed, it was then obvious that the 1953 gross royalty income would be more than double the $493,741 gross for 1952 and would exceed the $1,000,000 mark for the first time in the history of the Company (without inclusion of the annual $500,000 DDP payment).

The present Survey is designed to bring up-to-date the general information contained in the previous Surveys and to cover, in particular, special activities of the Company and a report on the progress of the industry since December 1953. Some new statistical information has been added, combining information available through the

Radio-Television Manufacturers Association of Canada, the Dominion Bureau of Statistics, and from the royalty reports made to the Company.

Review of Industry.

The rapid growth of television sales with resulting increased royalty income to the Company has continued since the last Survey, with the number of television receivers sold in Canada during the year 1954 reaching approximately 635,000 compared with 365,000 sold in 1953 and 146,000 in 1952. DBS figures show sale of 624,000 television receivers in 1954, but do not include the approximately 10,000 imported units on which the Company obtained settlements from Canadian distributors in the course of its actions to prevent infringement of its patent rights. While television receiver sales in 1954 increased by 70% over 1953, Canadian radio receiver sales decreased approximately 20% with 556,000 units sold as compared with 700,000 units in 1953. Here again, DBS totals show only 487,000 radios sold in 1954 and 620,000 in 1953, but from information available to the Company through royalty reports, it is apparent that some of the smaller companies are not reporting to DBS and our 556,000 and 700,000 totals are more accurate. The radio receiver dollar volume in 1954 was down approximately 30% from 1953 due to an increasing percentage of radio sales being directed to lower price receivers and a very definite effect on sales of large radio and radio-phonograph combinations, as television broadcasts became available in new territories.

At the time of the December 1953 Survey there were only five television stations operating in Canada. These consisted of the CBC, operating in Toronto, Montreal, and Ottawa, and private stations operating in Sudsbury and London. The number of outlets increased rapidly during 1954 so that by the year-end there was a total of twenty-two

television stations in operation in Canada, six CBC and sixteen private stations with an estimated coverage of over 80% of the population.

Despite the large volume of television receivers sold in 1954, it is apparent that due to the highly competitive nature of the business and the tendency to over-produce, a large number of receivers were probably sold at little or no profit to the manufacturers. During the year a total of nine licensees of the Company went into bankruptcy or discontinued production of radio and television receivers. In the same period the industry attracted a similar number of newcomers with the result that the number of manufacturers is now still substantially the same as it was at the time of the December 1953 Survey. Details of individual company failures and new licensees entering the field are covered in the final section of this Survey.

The high volume of television receiver sales in Canada in 1954 was accompanied by sharp reductions in price with the result that, discounting the 15% excise tax differential, Canadian television receiver prices in most instances are now substantially below the prices at which corresponding United States models could be imported and sold in Canada. This situation, combined with favourable results from patent infringement actions commenced in the Exchequer Court of Canada by the Company against importers such as North Star, Wamac, Faucher and Onassis has resulted in a sharp reduction in importation activities. For the past two or three months the Company has not received any reports of unlicensed imported television receivers being offered for sale in Canada.

Future Sales.

In attempting to analyze future markets for television and radio receivers in Canada one favorite theory is that a pattern similar to that experienced in the United

States will be followed, but with Canada lagging several years behind the United States due to the initial delay in getting Canadian television stations into operation. United States television receiver sales reached a peak of 7,300,000 units in 1950 and have maintained a fairly constant rate of about 6,500,000 units per year since that time. On this basis Canadian sales may also reach a peak of between 700,000 and 800,000 sets in 1955 or 1956 and may then level off at between 600,000 and 700,000 units per year after the peak is reached. Sales are presently running at about 10% of the United States volume but this is somewhat higher than the percentage of United States sales normally experienced in Canadian sales of any consumer product and it is therefore possible that this more favourable ratio to United States sales will continue only until such time as the Canadian market is saturated in a more normal proportion to the United States market. At present there are over 35,000,000 television receivers in the United States and less than 1,500,000 in Canada. It might be said that Canada is at the moment lagging at least 500,000 units behind the United States in terms of proportionate saturation.

Television sales in the first quarter of 1955 were approximately 45 per cent over the corresponding period in 1954, and it appears that the industry's top estimate of 750,000 sets will be sold before the year end. Manufacturers' and distributors' inventories are somewhat lower than they were a year ago, but are building up each month and it remains to be seen whether or not the second and third quarters will see a repetition of last year's dumping.

Canadian radio receiver sales do not appear to be maintaining as high a proportion to United States sales as would be expected. In the United States a steady 12,000,000 unit per year pace is being maintained, despite television sales but Canadian volume is less than 1/20th of this. The rea-

son for these sales appears to be due to more active United States promotion of clock radios, portables, motor car radios, and small receivers for various rooms in the house.

Colour Television.

Colour television receivers have not as yet become a major factor in the United States and it appears that their cost and complexity will cause their entry into the Canadian market to be made gradually. However, colour receivers with their larger dollar value will be produced and sold eventually, and may account for 10% of Canadian television sales by 1956 or 1957. From the standpoint of the Company's operations more patent problems will develop with the advent of colour but most of the research work in this field is being done by companies with which the Company has patent licensing arrangements and it is therefore likely that the Company's patent position will be quite strong in the colour television field.

Canadian Admiral Corporation Limited.

The December 1953 Survey gave details of the settlement made with Canadian Admiral Corporation Limited covering clearance for Admiral under the patents owned or administered by the Company for three years ending December 31, 1954, upon payment of $475,000. The final $200,000 of this amount was paid by Admiral in 1954, in ten monthly installments of $20,000 each, commencing in January and completed in October. When negotiations were recommenced with the representatives of Canadian Admiral for patent clearance from January 1, 1955, we were informed that Admiral obtained clearance under the Canadian patents of RCA Victor as part consideration of an arrangement made between Admiral Corporation and RCA in the United States. RCA has now confirmed that this arrangement was made, and that Admiral has a royalty free

license under the RCA Canadian patents, in return for RCA Victor having Canadian rights under any patents to issue on the production line "automation" work that Admiral claims to have developed in the United States. It is fairly obvious that the entire arrangement was made without consulting the Canadian RCA Victor representatives and the royalty free license to Canadian Admiral was probably included in the United States arrangement by RCA as an added incentive to sign up Admiral in the United States. This situation is somewhat disturbing, but the Company is proceeding on the basis of offering Admiral a license under all of the patents owned or administered by the Company, except those of RCA, and has offered such a license at royalty rates equal to 75% of the standard rates.

Motorola Canada Limited.

The license agreement made with Motorola Canada Limited expired June 30, 1954. Motorola declined to renew the agreement because it felt that it should receive some consideration for its own patent rights which included a Fyler patent on fly-back transformers in television receivers. Motorola had placed most Canadian companies under notice of infringement of the Fyler patent in early 1952. Negotiations with Motorola continued in the final six months of 1954 and a settlement was made on the basis of Motorola paying $75,000 for patent clearance to December 31, 1954 and in return the Company obtaining clearance to the same date under all Canadian patents of Motorola, including the right to extend this clearance to the shareholder companies, to RCA Victor and to the Company's licensees. It was estimated that total Motorola royalties for the last six months of 1954 would have been approximately $105,000 so that in effect Motorola was paid about $30,000 for full clearances under its Canadian patents to December 31,

1954. No extension of the arrangement beyond December 31, 1954 has as yet been arranged with Motorola but negotiations are underway and it is felt that some recognition should be given to the Motorola Canadian patent position along the general lines of the settlement made for the last six months of 1954. In the United States Motorola has received similar recognition from RCA in the form of payments for rights under Fyler and other Motorola patents. Motorola was one of the last companies to finalize arrangements with RCA in the recent re-signing activities and it is understood that Motorola was the first United States licensee to obtain a "selective" license from RCA under which it has taken licenses only for specific RCA United States patents, rather than for the entire RCA group.

Philco Corporation of Canada Limited.

Although the Company was not party to any agreement with Philco Corporation, the five shareholder companies did individually enter into a "Heads of Agreement" with Philco in 1944 which gave Philco a royalty free license under the patents of the individual shareholder companies, and gave the Company the right to extend licenses under the Philco Canadian patents to any of its licensees agreeing in turn not to assert their patents against Philco. Since Philco also had a separate clearance under the Canadian patents of RCA for the ten years ending December 31, 1954, Philco was in that period licensed under all of the patents administered by the Company except the Parker patent and the Hazeltine patents. The "Heads of Agreement" with Philco was for ten years and for further five year periods unless terminated on twelve months written notice. In December 1953 the parties to the "Heads of Agreement" executed an amendment which eliminated the automatic extension and set the expiration date at December 31, 1954. The Company carried on negotiations with Philco representatives during 1954 and in February 1955 the President

was authorized to offer Philco a licensing arrangement in accordance with which Philco would be required to sign a standard Output License and pay royalties, but in return would receive an amount from the Company equal to the amount of royalties paid by Philco. Under such an arrangement the Company would be out of pocket by the amount of the RCA share (about 25%) of the royalties collected from Philco and Philco would be receiving a royalty free license under all of the patents owned or administered by the Company. In return the Company would have the right to include Philco patents in licenses granted to its other licensees. Philco had previously asked for full share ownership in the Company on the same basis as the other five shareholder companies, and has not as yet replied to the company's latest proposal.

Hazeltine.

The Company's agreement with Hazeltine on domestic radio and television provides for a basic royalty of 1½% on all licensed receivers sold in Canada, but the agreement also includes an annual maximum of $45,000. Calculations have indicated that on the percentage royalty basis the $45,000 maximum would be reached even if only a few hundred thousand receivers were sold in any one year and the Company has therefore developed, with the approval of Hazeltine, a simplified procedure for pro-rating the Hazeltine payments over all receivers sold in any one year. A basic rate of 10¢ per receiver is deposited in a special Hazeltine account by the Company for each receiver on which it collects royalty and similar 10¢ per unit payments are made by RCA Victor and by each of the shareholder companies on the receivers they sell. Payments from this account are made quarterly to Hazeltine and when the $45,000 is reached (usually by the end of the third quarter) payments into the special account are discontinued for the

balance of that year. At the end of the year the $45,000 is divided by the overall total number of receivers sold to determine the actual Hazeltine royalty per unit and the adjustments are made so that the $45,000 is pro-rated between the participants. The actual Hazeltine royalty has worked out to 8.28¢ per unit in 1946; 5.25¢ in 1947; 7.76¢ in 1948; 6.42¢ in 1949; 5.92¢ in 1950; 8.47¢ in 1951; 6.55¢ in 1952; 4.22¢ in 1953, and 3.91¢ in 1954.

The Hazeltine engineering bulletins distributed by the Company are of considerable value and many of the licensees have taken advantage of the arrangement whereby they may have their new models examined and reported on by the Hazeltine laboratory at Chicago. These services come within the provisions of the license that the Company has with Hazeltine at no additional cost.

The initial term of the Company's license agreement with Hazeltine was for ten years from July 1, 1944 and provided for automatic extension for another ten year period unless cancelled by notice in writing twelve months in advance of the initial termination date. This termination could have been requested in July 1953 if the Company had wished that the arrangement be discontinued. After due consideration the Board authorized continuation of the Agreement for the additional ten year period and no notice of termination was filed in 1953.

Arrangements are now being made to have the Hazeltine Agreement in the non-domestic receiver fields assigned from Sealandair to the Company. This agreement has a $2,500 per year maximum.

RCA Victor Company Limited.

In the years 1947 to 1951 inclusive the Company paid RCA Victor 20% (25% less 20% of said 25% for agency fee) of the Company's gross royalty collections less the amount of the royalty-paying licensee share of the Hazeltine royalties.

For the years 1952, 1953 and 1954 the Company acted as licensing agent for RCA and collected royalties on its behalf at the following rates:

1. On radio receivers, amplifiers and electric phonographs (on which the Company collected 3½% less deductions) RCA received 0.9%.

2. On television receivers (Company's royalty rate 3½%) and an apparatus listed in the Company's Grey-backed license at 4%—RCA received 1½%.

3. On apparatus listed in the Grey-backed license at 4½%—RCA received 1½%.

From the amounts payable to RCA according to the above, the Company retained 25% as its agency fee.

This agency arrangement was to continue at these rates to December 31, 1955 but the Company had insisted on a clause in the agreement whereby RCA agreed that if it reduced its United States royalty rates it would reduce its Canadian royalty rates proportionately. Effective January 1, 1955 RCA reduced its United States royalty rates for radio receivers using vacuum tubes by about 50%, for black and white television by about 28%, and for commercial equipment by 25%. As a result of the above noted clause, the Company's agreement with RCA was amended effective January 1, 1955 so that RCA will now receive 0.45% for radio, 0.9% for black and white television and 1.0% for the various types of apparatus previously listed in the Grey-backed license at 4% and 4½%. The RCA rates on colour television and transistorized radios remain the same as before (1¼% and 0.9%) and the Company will continue to withhold its 25% agency fee.

When finalizing these amendtments, the term of the agreement with RCA was extended to December 31, 1958.

Reduced Royalty Rates.

During 1954, consideration, was given to the matter of royalty reductions. It was proposed that, effective January 1, 1955, new forms of licenses would be offered to the licensees giving clearance to use all of the patents owned or administered by the Company in the fields covered and for the life of the licenses. This would eliminate the specific lists of patents previously attached as an appendix to the licenses and would be along the lines of the licenses issued in the United States by Hazeltine. It was also proposed that the new licenses would include reduced royalty rates of approximately 50% for radio receivers and 28% for televsion, and would at the same time incorporate a new simplified royalty calculation designed to eliminate the deductions that have been used for many years, covering cost of tubes and batteries, cost of record changers and cost of cabinets in excess of $30. For these changes to be effective it was necessary to get approval of RCA. After considerable discussion, RCA agreed to reduce its royalties on radio receivers and on black and white televsion in proportion to the reductions proposed by the Company but refused to agree to the further reductions in royalty rates required if the simplified tax-only deduction was introduced for colour television. The Company was therefore obligated to retain the present system of deductions and to simply reduce the royalty rates on radio receivers by 50% (from 3½% to 1¾%) and on black and white television receivers by 28% (from 3½% to 2½%). RCA agreed that under the terms of its agreement with the Company it was obligated to go along with these reductions since similar reductions had been made in the United States but it refused to reduce its rates for transistorized radios and for colour television and it was, therefore, necessary to leave the rates for these products at 3½%. In the commercial and broader scope fields where royalty rates of

4% and 4½% were formerly utilized, RCA agreed to reductions that made it possible to reduce the Company's rates to 3% effective January 1, 1955. A new deduction for the cost of clock mechanisms was added and licenses incorporating these changes were prepared and distributed to the Directors early in 1955. Actual issuance of these licenses has been held up at the request of our solicitor Mr. E. Gordon Gowling on the basis that he has some suggestions on wording that he wishes to be considered. In the meantime, all of the licensees have been informed of the reduced royalty rates and monthly payments are being made on the new basis by all except Motorola and Admiral.

Future Royalty Income.

In view of the royalty rate reductions introduced on January 1, 1955, it is estimated that the Company's gross royalty income from domestic receivers will be about one third lower in 1955 than 1954 but as the larger dollar volume colour television receivers come into the picture in future years, the domestic receiver royalties may again exceed the $1,000,000 gross established in 1953 and 1954. A determined effort will be made in 1955 to offset the drop in domestic royalties by increased activity in the fields of Hi-Fi, communications equipment and in other phases of electronics from which very little royalty income is now being collected by the Company.

Activities of Patent Representatives.

Due to the number of complex problems coming before the Company within the past year, meetings of the patent representatives of the shareholder companies have been held more frequently and the patent men have been particularly active in examining circuit diagrams for infringements and reporting on adversely held patents. The Company has recently been approached by International Telephone and Telegraph and by Raytheon Corporation

with respect to the possibility of the Company either acting as their patent licensing agent or including their Canadian patents in the licenses issued by the Company. Nothing definite has as yet been established but indications are that, as more activity occurs in the so-called broader fields, the patent situation will become more complex and the Patent Committee will be called upon to participate to an even greater extent in the work of the Company.

Department of Defence Production.

The terms of the agreement between the Company and Her Majesty referred to on the first page of this Survey provide for a yearly review of the dollar value of the electronic portion of the defence program to ensure that the payment of $500,000 royalties is justified. The figures for the Government's fiscal year ended March 31, 1955 were recently reviewed by the Company and officials of the Department of Defence Production and the payment was approved for the fourth consecutive year. When received, the $500,000 will be divided 25% to RCA and the balance in equal amounts to Canadian General Electric, Canadian Westinghouse, Canadian Marconi and Canadian Radio Mfg. Corporation.

Royal Commission on Patents, Copyrights, Trade Marks and Industrial Designs.

During 1954, a Royal Commision under the chairmanship of the Right Honorable J. L. Ilsley, was set up to investigate the Canadian Patents, Copyrights, Trade Marks and Industrial Design laws, and in September a written Brief was submitted on behalf of the Company by the President. In October the Company's solicitor E. Gordon Gowling, Q.C. and the President appeared before the Commission to give further details of the Company's operations and to reply to questions on the Brief. It is not

expected that the findings of the Royal Commission will be available until the end of 1955, but the general feeling is that the Company's Brief was satisfactorily received and it is not expected that the Commission will recommend any major changes to the Patent Act that might affect the Company's operations.

DEFENDANT'S EXHIBIT NO. 130.

CANADIAN RADIO PATENTS, LIMITED

Sponsors Nation-Wide Advertising-Publicity Campaign...

TO SELL "Canadian-Made" RADIOS FOR YOU!

WARNING!

Be Sure Your Radio is Canadian Made... is Safe to Operate... Complies with the Canadian Electrical Code... is Licensed under Canadian Patents.

Use of an imported radio may make you liable for damages for infringement of Canadian patents . . . may endanger your life and property through fire and shock hazards . . . may be illegal under Provincial Electrical requirements.

Fire and Shock Hazard

Only Canadian-made radios safeguard you from fire and shock hazards.

Because cheap imported radios do not embody ordinary safeguards required by law in Canada, they constitute very definite fire and shock hazards. Working parts are connected directly to the mains power supply, thus, touching working parts may result in a bad shock, even death. Lack of safeguards, too, causes these radios to heat up, sometimes to start fires.

Contrary to Canadian Electrical Code

Only Canadian-made radios can be relied upon to contain standard safety devices.

Because they don't embody standard safety devices, imported radios are for the most part in contravention of the Canadian Electrical Code, underwhich all Canadian manufacturers operate. Provincial Electrical requirements make it possible for you to be penalized on a count of simply owning a substandard radio.

Infringement of Canadian Patent Rights

Only Canadian-made, Canadian-sold sets are licensed under the basic patents of Canadian Radio Patents, Limited.

Use of radios manufactured and purchased outside the Dominion of Canada may constitute an infringement of Canadian patent rights. Infringement of patent rights, naturally, makes the owner liable to legal action.

Unsatisfactory in Operation

Only Canadian-made radios can be relied upon to operate efficiently in Canada.

Cheap imported models have proved definitely unsatisfactory in operation in Canada, all claims of the manufacturers to the contrary. No radio, unless it is made to meet requirements and conditions in Canada will operate efficiently in this country. In addition, the cheap, inefficient parts used in some of these sets do not meet the requirements of the Canadian Electrical Code. The result is Canadian receivers, meeting all these requirements, are definitely superior.

No Trade-In Value

Only Canadian-made radios have an equitable trade-in value.

Because Canadian dealers are not permitted by law to sell substandard radios, as are most of the imported models, Canadian radio dealers cannot afford to give trade-in allowances on imported models.

No Servicing . . . No Effective Guarantee

Only Canadian-made sets are sold in this store . . . which is always ready to carry out the manufacturer's guarantee. . . .

Obviously a dealer in a foreign country cannot effectively carry out a guarantee on a receiver used in Canada. Nor can the owner of an imported set readily obtain substandard parts for replacements when necessary.

Don't be misled by stories of wonderful bargains. Imported radios are seldom bargains at any price. If you must economize on the purchase of your radio, buy a first-class, used model manufactured by a reputable Canadian concern. Reconditioned models of fine Canadian radios, far superior in all respects to the cheap, imported sets, can be procured at low prices that are equally as good bargains as the lowest priced new cheap, imported receivers seem to be.

BUY YOUR RADIO HERE AND BE SAFE!

Newspapers from Coast-to-Coast Carry the Tremendous Total of

4,343,084

ADVERTISING MESSAGES

TO HELP PUT A STOP TO IMPORTATION OF CHEAP, SUBSTANDARD, IMPORTED RADIOS

In every province in Canada from Nova Scotia to British Columbia, large-size advertisements sponsored and paid for by Canadian Radio Patents, Limited, are helping to sell Canadian radios for you. Daily newspapers, weekly newspapers, in practically every city and town that is in close proximity to the United States border are carrying these ads now—their combined appear gives the staggering total of 4,343,084 advertising messages to tell the story of Canadian Radio Patents, Limited—the story of why customers should not, may not, replace cheap, substandard models! You've probably seen these ads in your local paper. Tie up with them by putting up in your window the enclosed "Warning" streamer . . . by telling your customers and friends about the dangers of the situation.

Thousands of words of Newspaper Publicity Back Up Advertising to Pound Over Disadvantages of Bringing in Imported Radio Models

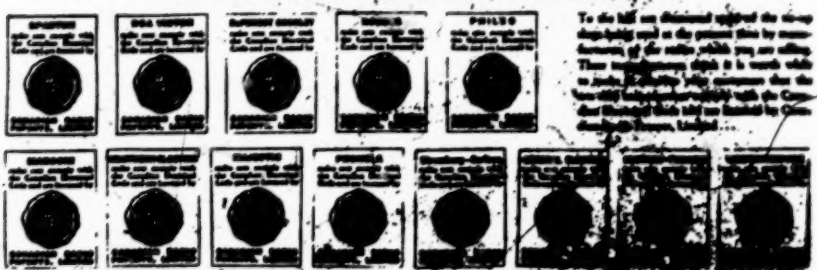
Editors are co-operating splendidly in this campaign by opening up their columns to news items about the dumb and low hazards of imported sets to owners, about infringement liabilities, about illegal ownership under the electrical code. Tell your newspaper friends your story about how unsatisfactory cheap, imported sets are. They'll probably want to publish it—and if there's publicity release already prepared on hand over to your paper, drop us a line. We'll be glad to send you one free. We will also send you free on request, reprints of the actual advertisements.

See illustrations on next page ➡

HERE ARE SAMPLES OF THESE LARGE-SIZE, HARD-HITTING ADS!

● Above are illustrated two of the large-size newspaper ads which are currently appearing or have appeared in daily newspapers and weekly newspapers from the Atlantic to the Pacific. They tell the story of Canadian Radio Patents, Limited. Can't you also think of [illegible] part it plays in your business? Reprints of these ads will be supplied on any quotation absolutely free, on request.

CANADIAN MANUFACTURERS TIE-UP WITH CAMPAIGN IN INDEPENDENT NATIONAL ADVERTISING



This Campaign is Helping You—Support It!

This campaign means more radio sales for you. Everyone is talking about the fine features of foreign models. It's helping you—they are lots of them. One of the quick, important things you can do is simply

TAKE off the "Warning" window streamer on the next page and attach it [illegible]

DEFENDANT'S EXHIBIT NO. 131.

Announcement

WE desire to announce that under the patents controlled by Canadian Radio Patents Limited, for the manufacture and sale in Canada of Radio Receiving Sets to be used only for the non-commercial reception of public radio telephone broadcasting, licenses have been reserved or granted to the following:—

1. Canadian General Electric Co., Ltd., Toronto, Ont.
2. Canadian Westinghouse Co., Ltd., Hamilton, Ont.
3. Northern Electric Co., Ltd., Montreal, Que.
4. Canadian Marconi Company, Montreal, Que.
5. Standard Radio Mfg. Corp., Ltd., Toronto, Ont.
6. DeForest Radio Corporation, Ltd., Toronto, Ont.
7. King Quality Products, Ltd., Toronto, Ont.
8. Stromberg-Carlson Telephone Mfg. Co. of Canada, Ltd., Toronto, Ont.
9. Temple Canadian Ltd., Toronto.
10. Grimes Radio Corporation, Ltd., Kitchener, Ont.
11. Federal Orthosonic Co., Ltd., Bridgeburg.
12. The Weskrite Radio Ltd., Toronto.
13. Canadian Brandes, Ltd., Toronto, Ont.
14. Freshman Freed-Eisemann Radio Corporation, Toronto.
15. American Bosch Corporation, Springfield, Mass.
16. McLagan-Hale, Ltd., Stratford, Ont.
17. Hobrook Radio Limited, Toronto, Ont.
18. Stewart-Warner Speedometer Corporation, Chicago, Ill.
19. Philco Products Co., Ltd., Toronto.
20. Rolnick & Hill Ltd., Kitchener, Ont.
21. Remler-Hobo Cellender Co. of Canada, Toronto.
22. Canadian National Carbon Co., Ltd., Toronto.

Hazeltine Research, Inc. vs. Zenith Radio Corporation Defendant's Exh. No. 137 } C.A. No. 89-C-[illegible]

Any other manufacturers of Radio Receiving Sets sold in Canada embodying the following features:—

(1) Regenerative or tuned back circuits,
(2) [illegible] radio frequency sets having a plurality of stages of tuned radio frequency amplification with vacuum tubes,
(3) [illegible] arrangement comprising a condenser shunted by a high resistance,
(4) [illegible] of inter-electrode capacity in an amplifying stage,

are infringers of the patents controlled by Canadian Radio Patents Limited. Among these patents are the following:—

[illegible]	[illegible]	Fessenden	No. 1[illegible]49	DeForest	174,361
[illegible]	[illegible]	DeForest	159,794	DeForest	200,295
[illegible]	[illegible]	DeForest	168,512	DeForest	205,468
[illegible]	[illegible]	Meissner	169,273	DeForest	205,236
[illegible]	[illegible]	Meissner	200,777	DeForest	200,242
[illegible]	[illegible]	Arnold	211,949	DeForest	702,671

In the maintenance of its property rights it is the duty of Canadian Radio Patents Limited, to [illegible] patents are protected. Therefore, notice is given to manufacturers, purchasers or users of Radio Receiving Sets that they will be held liable to Canadian Radio Patents Limited, on account of such infringement.

Canadian Radio Patents Limited

Head Office - - 212 King Street West

TORONTO

D.F.P.L. 2009

DEFENDANT'S EXHIBIT NO. 132.

Announcement

WE desire to announce that under the patents controlled by CANADIAN RADIO PATENTS LIMITED, for the manufacture and/or sale in Canada of Radio Receiving Sets to be used only for the non-commercial reception of public radio telephone broadcasting, licenses have been reserved or granted to the following:—

For A. C. or D. C. Batteryless and Battery Operated Sets

Canadian General Electric Co., Ltd., Toronto, Ont. (General Electric).
Canadian Westinghouse Co., Ltd., Hamilton, Ont. (Westinghouse).
Northern Electric Co., Ltd., Montreal, P.Q.
Canadian Marconi Co., Montreal, P.Q. (Marconi)
Rogers-Majestic Corporation, Ltd., Toronto, Ont. (Rogers-Majestic)
American-Bosch Magneto Corporation, Springfield, Mass. (Bosch)
Brunswick Radio of Canada, Limited, Toronto, Ont. (Brunswick)
Canadian National Carbon Co., Ltd., Toronto, Ont. (Eveready)
Canadian Brandes, Ltd., Toronto, Ont. (Koister)
DeForest Radio Corporation, Ltd., Toronto, Ont. (DeForest Crosley)
Freshman Freed-Eisemann Radio Ltd., Toronto, Ont. (Freed-Earl)
Fada Radio Ltd., Toronto, Ont. (Fada)
Grimes Radio Corporation, Ltd., Kitchener, Ont. (Grimes)
H. M. Kipp & Company, Limited, Toronto, Ont. (Mercury)
Malcolm & Hill, Ltd., Kitchener, Ont. (Atwater Kent)
Mohawk Radio, Ltd., Toronto, Ont. (Lyric)
Philco Products Co., Ltd., Toronto, Ont. (Philco)
Silver-Marshall of Canada Limited, Toronto, Ont. (Silver)
Sonora Radio Corporation of Canada, Ltd., Toronto, Ont. (Sonora)
Stewart-Warner Corporation, Belleville, Ont. (Stewart-Warner)
Steinite Radio of Canada Ltd., Windsor, Ont. (Clarion)
Stromberg-Carlson Telephone Mfg. Co. of Canada, Ltd., Toronto, Ont. (Stromberg-Carlson)
Sparton of Canada, Ltd., London, Ont. (Sparton)
Temple Radio Limited, Toronto, Ont. (Temple)
Williams Piano Company, Limited, Oshawa, Ont. (Williams-King)

vs. Zenith Radio Corporation
Defendant's Exh. No. 132

In the maintenance of its property rights it is the duty of Canadian Radio Patents Limited to see that its patents are respected. Therefore, notice is given that manufacturers, purchasers or users of radio receiving sets which infringe any patents owned or controlled by Canadian Radio Patents Limited (particulars of said patents will be given on application), will be held liable to Canadian Radio Patents Limited on account of said infringement.

Canadian Radio Patents Limited

Head Office - - 212 King Street West
TORONTO

CRPL 201

DEFENDANT'S EXHIBIT NO. 133.

Hazeltine Research, Inc.
vs. Zenith Radio Corporation
Defendant's Exh. No. 133

NOTICE

To Importers, Vendors or Users of Radio and Television Receivers

WE wish to bring to your attention that Canadian Radio Patents Limited is a central patent licensing agency administering various important Canadian patents of invention relating to radio and television receivers.

While under the provisions of Section 45 of the Canadian Patent Act, the owner of a patent and his legal representatives have the "exclusive right, privilege and liberty of making, constructing, using and vending to others to be used" the patented invention, Canadian Radio Patents Limited, however, in accordance with the requirements of Section 85 and 86 of the Patent Act, has licensed the following Canadian companies for the manufacture and sale in Canada of radio and television receivers embodying said inventions:-

Addison Industries Limited
Canadian Admiral Corporation Limited
Canadian Aviation Electronics Limited
Canadian General Electric Company Limited
Canadian Marconi Company
Canadian Radio Manufacturing Corporation Limited
Canadian Westinghouse Company Limited
Chisholm Industries Limited
Garod Radiation Corporation
Conar (Canada) Limited
Crosley Radio and Television Limited
Davis Electronics Manufacturing Corporation Limited
Deseronto Electronics Limited
Dominion Electrohome Industries Limited
Electrical Products Manufacturing Company Limited
Emerald Television Corporation
Hallicrafters (Canada) Limited, The
Industrial Radioelectric Enterprises Limited
Jewel Radio Company of Canada, The
Manning Radio Limited
Measurement Engineering Limited
Monarch Radio Manufacturing Company
Motorola Canada Ltd.
Northern Electric Company Limited
Philco Corporation of Canada Limited
Precision Distributing Ltd.
Pye Canada Limited
Radioelectric Manufacturing Company
RCA Victor Company Limited
Research Industries Limited
Spartan of Canada Limited
Stark Electronic Instruments Limited
Stewart-Warner Corporation of Canada Limited
Stromberg-Carlson Company Limited
Superb Electric Industries Limited
Thorcraft Limited
Transvision-Television (Canada) Limited
Tri-Tone Electronics Limited
United Television Company Limited.

The above companies are working the patented inventions in Canada on a commercial scale and are prepared and willing to meet the public demand for the patented articles in Canada on reasonable terms.

Canadian Radio Patents desires to inform importers, vendors, purchasers or users of radio or television receivers which infringe patent rights owned or administered by Canadian Radio Patents Limited and are not manufactured by any of the Canadian companies listed above, that they will be held liable to Canadian Radio Patents Limited on account of said infringement.

Canadian Radio Patents Limited will be glad to furnish upon application full particulars and information in respect to the patents that it owns or administers relating to radio and television receivers.

CANADIAN RADIO PATENTS LIMITED

189 BAY STREET TORONTO, CANADA

DEFENDANT'S EXHIBIT NO. 134.

October 4th, 1933.

Mr. H. A. Steiger,
Manager, Patent Department,
Westinghouse Electric Corp.,
3 Gateway Center,
P. O. Box 2278,
Pittsburgh 30, Pa.

Dear Bill:

I am attaching a photostatic copy of a notice which appeared in a Canadian magazine, Trade Builder, for September 1933. Similar notices appear in Canadian trade magazines from time to time. I thought this might be of interest to you.

Yours very truly,

B. [illegible],
Assistant Secretary.

[illegible]
Encl.

CW 664

NOTICE

To Importers, Vendors or Users of Radio and Television Receivers

WE wish to bring to your attention that Canadian Radio Patents Limited is a central patent licensing agency administering various important Canadian patents of invention relating to radio and television receivers.

While under the provisions of Section 46 of the Canadian Patent Act, the owner of a patent and his legal representatives have the "exclusive right, privilege and liberty of making, constructing, using and vending to others to be used" the patented invention, Canadian Radio Patents Limited, however, in accordance with the requirements of Sections 67 and 68 of the Patent Act, has licensed the following Canadian companies for the manufacture and sale in Canada of radio and television receivers embodying said inventions:—

Addison Industries Limited
Booth Industries
Canadian Admiral Corporation Limited
Canadian Aviation Electronics Limited (Dubbert)
Canadian General Electric Company Limited
Canadian Marconi Company
Canadian Radio Manufacturing Corporation Limited
Canadian Westinghouse Company Limited
Chicholm Industries Limited
Conroy (Canada) Limited
Crosley Radio and Television Division, McClary Ltd.
Crystal Radio of Canada Ltd.
Dominion Electrohome Industries Limited
Dominion Watch Case Limited
Electrical Products Manufacturing Company Limited
Emerson Radio of Canada Ltd.
Hazeltine Electronics Limited
Hallicrafters (Canada) Limited, The
Lifco Radio & Record Players
Lynco Electronics Ltd.
McKinnon Industries Limited (The)
Measuring and Engineering Limited
Monarch Radio Manufacturing Company
Motorola Canada Ltd.
Northern Electric Company Limited
Philco Corporation of Canada Limited
Philips Industries Limited
Pye Canada Limited
Rastus Mfg. Co. Ltd.
RCA Victor Company Limited
Radio Communications Equipment & Engineering Ltd.
Research Industries Limited
Regina Majestic Radio Corporation Limited
Shelburn Industries (Canada) Ltd.
Spartan of Canada Limited
Stark Electronic Instruments Limited
Stewart-Warner Corporation of Canada Limited
Sylvania Electric (Canada) Ltd.

The above companies are working the patented inventions in Canada on a commercial scale and are prepared and willing to meet the public demand for the patented articles in Canada on reasonable terms.

Canadian Radio Patents desires to inform importers, vendors, purchasers or users of radio or television receivers which infringe patent rights owned or administered by Canadian Radio Patents Limited and are not manufactured by any of the Canadian companies listed above, that they will be held liable to Canadian Radio Patents Limited on account of said infringement.

Canadian Radio Patents Limited will be glad to furnish upon application full particulars and information in respect to the patents that it owns or administers relating to radio and television receivers.

CANADIAN RADIO PATENTS LIMITED

200 ST. CLAIR AVENUE WEST TORONTO 7, CANADA

Use or sale of radio and television receivers not approved under the Canadian Standard Code is illegal in most Provinces.

Exh 66

DEFENDANT'S EXHIBIT NO. 135.

Brownlie

CANADIAN RADIO PATENTS LIMITED
180 BAY STREET
TORONTO

Hazeltine Research, Inc.
vs. Zenith Radio Corporation.
Defendant's Exh. No. 135 } C.A. No. 89-C-1847

November 23, 1950.

MEMORANDUM TO CRPL BOARD OF DIRECTORS

With removal of import restrictions on radio and television receivers as of January 1, 1951, it is to be expected that infringing receivers may appear on the Canadian market and, in order to protect the rights of CRPL and its licensees, Mr. Macfarlane and I have proceeded in accordance with the general authority received at the last CRPL Board of Directors' meeting and have arranged for insertion of the attached full page notice in the November issues of the two principal radio trade publications - Radio Video Electrical Trade Builder and Radio-Television & Appliance Sales.

Our present plans are to run such notices in each of these trade papers two or three times over the next six months and, since the wording may be changed from month to month, we would appreciate any suggestions as to additions or changes that we might incorporate in future issues of the notice.

Several hundred reprints of the attached notice have been obtained and these are now being distributed to the Canadian Radio Patents Limited licensees and other interested parties.

SDB/MC

Secretary-Treasurer.

CRPL 217

NOTICE

To Importers, Vendors or Users of Radio and Television Receivers

WE wish to bring to your attention that Canadian Radio Patents Limited is a central patent licensing agency administering various important Canadian patents of invention relating to radio and television receivers.

While under the provisions of Section 45 of the Canadian Patent Act, the owner of a patent and his legal representatives have the "exclusive right, privilege and liberty of making, constructing, using and vending to others to be used" the patented invention, Canadian Radio Patents Limited, however, in accordance with the requirements of Section 65 and 66 of the Patent Act, has licensed the following Canadian companies for the manufacture and sale in Canada of radio and television receivers embodying said inventions:—

Addison Industries Limited
Arcon Corporation Limited
Canadian Admiral Corporation Limited
Canadian Aviation Electronics Limited
Canadian General Electric Company Limited
Canadian Marconi Company
Canadian Radio Manufacturing Corporation Limited
Canadian Westinghouse Company Limited
Chisholm Industries Limited
Conor (Canada) Limited
Crosley Radio and Television Limited
Crystal Radio of Canada Ltd.
Dominion Electrohome Industries Limited
Electrical Products Manufacturing Company Limited
Emerald Television Corporation
Hackbusch Electronics Limited
Hallicrafters (Canada) Limited, The
Lilco Radio & Record Players
Lynex Electronics Reg'd
Manning Radio Limited
McKinnon Industries Limited (The)
Measurement Engineering Limited
Monarch Radio Manufacturing Company
Motorola Canada Ltd.
Northern Electric Company Limited
Philco Corporation of Canada Limited
Pye Canada Limited
Racine Mfg. Co. Ltd.
RCA Victor Company Limited
Radio Communications Equipment & Engineering Ltd.
Research Industries Limited
Shelburn Industries (Canada) Ltd.
Sparton of Canada Limited
Stark Electronic Instruments Limited
Stewart-Warner Corporation of Canada Limited
~~Superb Electric Industries Limited~~
Sylvania Electric (Canada) Ltd.

The above companies are working the patented inventions in Canada on a commercial scale and are prepared and willing to meet the public demand for the patented articles in Canada on reasonable terms.

Canadian Radio Patents desires to inform importers, vendors, purchasers or users of radio or television receivers which infringe patent rights owned or administered by Canadian Radio Patents Limited and are not manufactured by any of the Canadian companies listed above, that they will be held liable to Canadian Radio Patents Limited on account of said infringement.

Canadian Radio Patents Limited will be glad to furnish upon application full particulars and information in respect to the patents that it owns or administers relating to radio and television receivers.

CANADIAN RADIO PATENTS LIMITED

230 ST. CLAIR AVENUE WEST. TORONTO 7, CANADA

CRPL 321

DEFENDANT'S EXHIBIT NO. 136.

Canadian Radio Patents Limited
150 Bay Street
Toronto

November 23, 1950.

In view of the removal of the import controls as of January 1, 1951, the attached notice is being inserted in the principal Canadian radio trade publications as a means of protecting the rights of Canadian Radio Patents Limited and its licensees.

All licenses issued by CRPL have been on the basis of compliance with the requirements of the Canadian Patent Act relative to manufacture in this country and since such licenses have been freely granted to all applicants interested in the employment of Canadian labour and the working of the patents in Canada, it is our intention to protect the rights of CRPL and its Licensees by instituting legal action against any unlicensed and infringing radio or television receivers offered for sale in this country.

Reprint of the attached notice appearing in the November issues of Radio Video Electrical Trade Builder and Radio-Television & Appliance Sales are available from the CRPL office upon request.

S. D. Brownlee,
Secretary-Treasurer

SDB/NC

Memo sent to: J. R. Longstaffe
D. Lou Harris
T. S. Farley
W. H. Furneaux
R. Randall
F. W. Radcliffe
F. R. Deakina
W. H. Jeffery
S. L. Capell
J. R. Duggan (Jewel Radio)

Notice

To Importers, Vendors Or Users of Radio and Television Receivers.

We wish to bring to your attention that Canadian Radio Patents Limited is a central patent Licensing Agency administering various important Canadian patents of invention relating to radio and television receivers.

While under the provisions of Section 45, of the Canadian Patent Act, the owner of a patent, and his legal representatives have the "exclusive right, privilege and liberty of making constructing, using and vending to others to be used" the patented invention, Canadian Radio Patents Limited, however, in accordance with the requirements of Sections 65 and 66 of the Patent Act, has licensed the following Canadian companies for the manufacturers and sale in Canada of radio and television receivers embodying said inventions:—

Addison Industries Limited
Brand and Millon Limited
Cam Radio Products Limited
Canadian Admiral Corporation Limited
Canadian General Electric Company Limited
Canadian Marconi Company
Canadian Radio Manufacturing Corporation Limited
Canadian Westinghouse Company Limited
Chisholm Industries Limited
Cossor (Canada) Limited
illegible Electronics Limited
Dominion Electronics Industries Limited
Electrical Products Manufacturing Company Limited
Manning Radio Limited
Mastervision Corporation Limited
illegible Engineering Limited
Monarch Radio Manufacturing Company
Northern Electric Company Limited
Northern Tool & Gauge Limited
Philco Corporation of Canada Limited

Pye Canada Limited
RCA Victor Company Limited
Research Industries Limited
Sparton of Canada Limited
Stark Electronic Instruments Limited
Stewart-Warner-Alemite Corp. of Canada Limited
Stromberg-Carlson Company Limited
Tele-King Television Company of Canada
Thorks Leon Radio Products
Transvision-Television (Canada) Limited
Williams, Norman & Company of Canada Limited

The above companies are working the patented inventions in Canada on a commercial scale and are prepared and willing to meet the public demand for the patented articles in Canada on reasonable terms.

We would particularly draw to your attention that while various brands of radio receiving sets may be manufactured and licensed under Letters Patent in the United States, such sets, if imported into or sold in Canada, may, however, still be an infringement of corresponding letters patent owned and/or controlled in the Dominion of Canada by Canadian Radio Patents Limited, unless said sets are merchandised by or through our licensees, (including their distributors and dealers) above mentioned.

In the maintenance of its property rights it is the duty of Canadian Radio Patents Limited to see that its patents are respected. Therefore, notice is hereby given that any manufacturer, vendor, purchaser or user of radio receiving sets which infringe any of the patents owned and/or controlled by Canadian Radio Patents Limited, (particulars of said patents will be given on application) will be held accountable to Canadian Radio Patents Limited on account of such infringement.

Yours very truly,
Canadian Radio Patents Limited
Geo. H. Brooke
Manager.

DEFENDANT'S EXHIBIT NO. 137.

Trade
Radio-TV-Appliances
Builder

(Letterhead of Hugh C. MacLean Publications Limited, Toronto 1, Ontario.)

March 14t, 1955.

Canadian Radio Patents Limited,
200 St. Clair Avenue West,
Toronto, Ontario.

Attention: Mr. C. Harris.

Dear Cowan;

Thank you for your letter of March 11th authorizing the Notice advertisement for insertion in our April Television Number and enclosing copy for us to follow.

We shall be glad to set the advertisement and submit proof for your approval, returning the original copy to you as you requested when it has served our purpose.

In addition we shall be glad to run 500 reprints of the advertisement and deliver them to you in the course of time.

With kindest regards, I am

Yours very truly,

Trade Builder
John T. Rochford
Business Manager

JTR/jl

Patents . . . and Radio in Canada.

The Modern Radio Receiver is the outcome of intensive research by many inventors whose basic patents essential to its construction were separately owned prior to 1926, and licenses for their use had to be obtained from each owner.

In that year Canadian Radio Patents, Limited was organized to make these independently-owned and necessary patents available to manufacturers in Canada through a central channel with the minimum of cost.

The effect has been to stimulate Canadian manufacture by facilitating the issuing of licenses and by insisting that the provisions of the Canadian Patent Act providing for manufacture in Canada be carried out, thus contributing materially to the development of an industry now employing some twenty-five thousand workers.

All Canadian manufacturers are licensed to use patents owned by Canadian Radio Patents, Limited, and as sale or use of sub-standard sets is unlawful in all Provinces, Canadian Manufacturers must also comply with the safety requirements of the Canadian Electrical Code.

Canadian-made radios are, therefore, safe from fire and electric shock hazards actually present in many cheap imported sets, and the purchaser, having complied with the law both as regards patents and requirements of the Electrical Code, is free from the possibility of legal actions.

CRPL—Cut

Canadian Radio Patents, Limited
159 Bay Street—Toronto—Ontario

DEFENDANT'S EXHIBIT NO. 138.

CLASS OF SERVICE

This is a fullrate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

SYMBOLS

DL—Day Letter
NL—Night Letter
LC—Deferred Cable
NLT—Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

September 10, 1958

Hazeltine Research, Inc.
vs. Zenith Radio Corporation
Defendant's Exh. No. 138
C.A. No. 59-C-1847

Canadian Radio Patents Limited
200 St. Clair Avenue West
Toronto 7, CANADA

In the magazine Trade Builder for August 1958 there appears an advertisement under the headline quote NOTICE to Importers, Vendors or Users of Radio and Television Receivers and Other Electronic Equipment unquote in the name of Canadian Radio Patents Limited. This advertisement contains false statements that importers, vendors, purchasers or users of radio and television receivers incorporating patented inventions owned or administered by Canadian Radio Patents Limited and not manufactured or sold by certain named licensees of Canadian Radio Patents Limited will be held liable for patent infringement. This false statement is calculated to and does injure and damage the business of Zenith Radio Corporation of Canada Limited whose products are fully licensed to the extent that they employ any patents administered by Canadian Radio Patents Limited. We insist that such statements immediately be terminated, that we have your assurance that they will not be repeated in the future and also that a public [illegible] be made. Awaiting such assurance and retraction we will be forced to take appropriate legal action to protect our interests.

Joseph S. Wright, Executive Vice President
Zenith Radio Corporation of Canada Limited

JSWimoh

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

911/8/58

NOTICE

To Importers, Vendors or Users of Radio and Television Receivers and Other Electronic Equipment

Canadian Radio Patents Limited is a central patent licensing agency administering various important Canadian patents of invention relating to radio and television receivers and other electronic equipment.

Under the provisions of Section 46 of the Canadian Patent Act, the owner of a patent and his legal representatives have the "exclusive right, privilege and liberty of making, constructing, using and vending to others to be used" the patented invention and Canadian Radio Patents Limited, in accordance with the requirements of Section 67 and 68 of the Patent Act, has licensed the following Canadian companies for the manufacture and sale in Canada of radio and television receivers and other electronic equipment embodying inventions which it administers.

- Addison Industries Limited
- Bendix Television Associates Limited
- Canadian Admiral Corporation Limited
- Canadian General Electric Company Limited
- Canadian Marconi Company
- Canadian Westinghouse Company Limited
- Chrislyn Industries Limited
- Conner (Canada) Limited
- Crystal Radio of Canada Limited
- Dominion Electrohome Industries Limited
- Dominion Welsh Coss Limited
- Electrical Products Manufacturing Company Limited
- Electronic Enterprises Limited
- Emerson Radio of Canada Limited
- Hawthorne Electronics Limited
- Hollingshead (Canada) Limited, (The)
- Manning Radio Limited
- McCurdy Radio Industries Limited
- McKinnon Industries Limited (The)
- Measurement Engineering Limited
- Monarch Radio Manufacturing Company
- Nordmende Phoenix Ltd.
- Northern Electric Company Limited
- Philco Corporation of Canada Limited
- Philips Electronics Industries Ltd.
- Pilotone, J. B.
- Pye Canada Limited
- Pye Limited
- RCA Victor Company Limited
- Radio Communications Equipment & Engineering Limited
- Research Industries Limited
- Robert Bosch (Canada) Limited
- Rotor Electric Company Limited
- Seabreeze Manufacturing Limited
- Shelburne Industries (Canada) Limited
- Spardon of Canada Limited
- Stark Electronic Instruments Limited

The above companies are working the patented inventions in Canada on a commercial scale and are prepared and willing to meet the public demand for the patented articles in Canada on reasonable terms.

Canadian Radio Patents Limited desires to inform importers, vendors, purchasers or users of radio and television receivers and other electronic devices and equipment incorporating patented inventions owned or administered by Canadian Radio Patents Limited and not manufactured or sold under license from Canadian Radio Patents Limited, that they will be held liable for patent infringement.

Canadian Radio Patents Limited will be glad to furnish, upon application, full particulars and information in respect to the patents that it owns or administers relating to radio and television receivers and other electronic devices and equipment.

CANADIAN RADIO PATENTS LIMITED

200 ST. CLAIR AVENUE WEST TORONTO 7, CANADA

CANADIAN RADIO PATENTS LIMITED
200 ST. CLAIR AVE. WEST
TORONTO

Jel 9-17-58

September 16, 1958.

Mr. J. S. Wright,
Executive Vice President,
Zenith Radio Corporation of Canada Limited,
1470 The Queensway,
Toronto 14, Ontario.

Dear Mr. Wright:

I acknowledge your telegram of September 10th and regret that you feel obliged to take exception to the advertisement of our company which appeared in the August issue of Trade Builder.

I gather that you may be dealing directly with some patentees concerning licensing arrangements in this country. However you are no doubt aware of my discussion with Mr. Kiely of your company regarding the Canadian patent situation in the electronics field. He very kindly furnished me with circuit diagrams of your sets now appearing on the Canadian market and from a preliminary inspection of these diagrams it appears that you are using inventions covered by patents which we administer and under which we are informed you are not licensed. For example there is Armstrong patent number 441,777 which is owned by Canadian Marconi Company.

It would obviously be to our mutual advantage to avoid any misunderstanding with respect to these matters. With this in view I shall be very pleased to meet you or other officers of your company at your convenience. If you expect to be in Toronto in the near future please call me and I will make myself available

Although your telegram is signed on behalf of Zenith Radio Corporation of Canada Limited I observe that it originated in Chicago. I am therefore sending this letter to your Chicago office and forwarding a copy to your Canadian address.

Yours very truly,

E. McConnell
President

ZENITH RADIO CORPORATIC
OF CANADA, LTD.

TELEVISION -- RADIO -- HIGH FIDELITY -- HEARING AIDS

1470 THE QUEENSWAY TORONTO 18 CLIFFORD 5-2324

I. Cratty

Jal

September 23, 1958

RECEIVED
SEP 24 1958
Zenith Patent Department

Mr. B. McConnell, President
Canadian Radio Patents Limited
200 St. Clair Ave. West
Toronto, Ontario, Canada

Dear Mr. McConnell:

I have your letter of September 16, 1958 in reply to my telegram of September 10.

Your letter completely ignores the advertisement in the August issue of "Trade Builder" which was the subject of my telegram, unless your statement that Zenith receivers make unlicensed use of patents you administer can be interpreted as meaning that you intend to continue to employ such statements in the future.

If that is the case, then there is certainly no misunderstanding between us--nor is there any useful purpose to be served either by a conference or further correspondence on the subject.

We are thoroughly familiar with Armstrong Patent No. 411,777 which is the Canadian counterpart of a U. S. patent which has never been considered in our industry as having any validity. This patent has been universally ignored, has never been adjudicated as valid and has no valid application to our apparatus.

You say you gather that we may be dealing directly with some patentees regarding licensing arrangements in Canada. I find it very difficult to believe that you are really uninformed about the cross licenses under all their Canadian patents between Zenith and Radio Corporation of America, General Electric, Canadian General Electric and Western Electric as well as Zenith's other direct licenses on important Canadian radio and television receiver patents.

You actively participated in the litigation which resulted in these licenses, and must be well aware that the activities of Canadian Radio Patents Limited in stopping our Canadian business in past years was at the very heart of the substantial claim for damages which was settled at the same time the licenses were granted.

Under the circumstances, we feel shocked that you would publish statements such as those in your advertisement in the August "Trade Builder" and I must insist on your assurance that they have been stopped and will not be resumed.

Circulation of such statements is directly and seriously damaging to our business and unless it is stopped we shall be required to take immediate steps to protect our rights.

Will you please advise me promptly as to your intentions regarding continued Publication of these statements?

Very truly yours,

Joseph S. Wright, Exec. Vice President

DEFENDANT'S EXHIBIT NO. 139.

Canadian Radio Patents Limited.

General Survey

December 1953

Confidential Copy

for

H. M. Turner

— Index —

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Canadian Radio Patents Limited
159 Bay Street
Toronto

General Survey—December 1953

This is the fifth of a series of General Surveys prepared for the confidential information of the Directors of Canadian Radio Patents Limited.

The four previous Surveys in this service were dated June 1948, June 1949, April 1950 and December 1951. The present Survey is designed to bring up to date the general information contained in the reports and schedules of the previous Surveys and to outline in particular the activities of the Company and the progress of the industry in the past two years. A number of new schedules have been added to this Survey to give more information on television, which has now taken over from radio as the leading income producer for the Company.

At the time of the December 1951 Survey, the industry was passing through a difficult period in which sales of radio and TV receivers were stifled by severe credit purchase regulations (one third down and balance in twelve months) and heavy sales and excise tax rates (10% and

25% respectively) initiated by the Government as a means of restraining sales of certain consumer products with the intention of diverting materials and manpower to the defence program. Actually the electronic portion of the defence program was mostly in the engineering and development stages in 1951 and the expected shortages of critical materials for consumer products failed to materialize. The Government finally removed the consumer credit controls and lowered the excise tax to 15% in April 1952 and sales of both radio and television receivers commenced to pick up immediately. This relief combined with the opening of the first Canadian television stations in Toronto and Montreal in September 1952 resulted in the boom in TV sales that had been expected to commence in 1951. TV sales for 1952 totaled about 150,000 units com-

—2—

pared with 40,000 in 1951 and 30,000 in 1950. It is interesting to note that radio receiver sales didn't suffer to any great extent with the rise in TV and a total of 550,000 radios were sold in 1952 compared with 557,000 in 1951.

The Company's gross royalty income in 1951 was $336,744, only about three thousand dollars above the 1950 gross, but in 1952 the gross royalty collections were up 47% and almost reached the half million dollar mark ($493,741).

The industry awaited announceemnt of the 1953 Budget with considerable misgivings because of reports that a $15 per year license fee would be applied to television receivers to finance the CBC's TV operations. Strong representations against the proposed TV license were made by industry representatives and, fortunately for TV sales, it was not applied. However the 1953 Budget provided that CBC would receive the money derived from the 15% excise tax on radio and television receivers and tubes. At

the same time the $2.50 per year radio license fee was eliminated.

Removal of the threat of a heavy annual license fee on television was important to the industry but many fear that the definite earmarking of the radio and TV excise returns for CBC will mean that these taxes will remain when excise taxes are eventually lowered or removed from motor cars and other consumer products. On the other hand the Government probably feared that it would be criticized by the majority of the country, still without TV, if it had given CBC its grants from general revenue at this time. In another year television will be available to about 80% of the population and the thinking may be quite different. It appears logical that the CBC should eventually be subsidized from general revenue rather than from the excise on specific products.

—3—

Television has finally come into its own this year. Sales of TV receivers in 1953 should reach about 375,000 units, 2½ times the 150,000 sold in 1952. TV sales in October (the latest month for which we have full report) reached a new monthly high of 60,000 units and for the first time the number of television receivers sold exceeded the number of radios sold in the same month. Despite this fact radio receaver sales continue strong and should reach about 600,000 units by the year end, an increase of about 10% over 1952.

The sharp uprise in television sales will result in the Company's 1953 gross royalty income more than doubling that of 1952 and totalling over one million dollars for the first time in the history of the Company.

At the present time there are five TV stations operating in Canada, the CBC station in Toronto, Montreal and Ottawa and private stations in Sudbury and London.

Within a few weeks CBC will open a second station in Montreal and a station in Vancouver. By December 1954 there should be at least fifteen, and possibly twenty, TV stations in Canada. CBC will open stations in Winnipeg (April 1954) and in Halifax (summer of 1954). Private stations will open in Hamilton (February 1954), Quebec City (May 1954), Rimouski (May 1954), St. John (March 1954), Kitchener (September 1954), Regina (May 1954), Edmonton (November 1954), Calgary (December 1954) and Kingston (October 1954). Licenses have also already been issued for private TV station operations in Sidney, Port Arthur, Sherbrooke, Saskatoon and Windsor and it is possible that some or all of these will be in operation within the next year, although they have not as yet announced tentative opening dates (as indicated in brackets after other cities).

With all of these new TV markets opening, many of the industry experts are estimating that television receiver sales in 1954 will exceed 500,000 units. However, it should be kept in mind that most of these new TV areas are rela-

tively small compared with the Toronto and Montreal areas that have absorbed most of the receivers sold to date and that a half million television receivers in one year would be considerably higher than the total arrived at by applying the conventional 5% comparison figure to the biggest TV year in the U. S. (7,500,000 in 1950). U. S. TV sales have never again reached their 1950 peak, despite the fact that hundreds of new stations and market areas have opened and it is possible that the Canadian peak may have been reached this year or will be reached next year, at somewhat less than 500,000. Radio unit sales will probably continue to hold at approximately the 1953 level and it would appear that the industry can continue to sell

between five and six hundred thousand radio receivers per year, with volume concentrated on motor car sets, small personal radios, clock sets and portables. It was interesting to note that this year the percentage increase in radio receiver sales compared with 1952 was actually higher in the Province of Ontario where the greater volume of television receivers were sold than in the provinces that did not have TV.

At the time the December 1951 Survey was prepared, the broader scope "Grey-backed" license was being sent out to all Canadian companies engaged in electronic production, and particularly to those companies not already licensed in the receiver field but becoming active in electronic work for the defence program. As a result of this activity by the Company the Department of Defence Production's Committee on Patents and Royalties was made aware of the electronic patents owned or administered by the Company and negotiations were commenced for a direct license with the Government. The Company received special authority to act as agent for the five shareholder companies and for RCA Victor in this matter, and, as a result of numerous discussions and appearances before the DDP Patent and Royalties Committee, an agreement was signed in March of this year providing for payments of

$500,000 per year by the Government to cover clearance under the patents for all products of the electronic portion of the defence program. An initial payment of $1,000,000 was received this year on behalf of the shareholder companies and RCA to cover the two Government fiscal years April 1 1951 to March 31 1952 and April 1 1952 to March 31 1953. The agreement provides for review of the situation each year and indicates that if the value of the electronic orders for the defence program

remains substantially the same, the $500,000 per year payments will be continued. In its capacity as agent, the Company has recently discussed the current year's program with the chairman and secretary of the DDP Committee and it is expected that the next $500,000 payment will be made before March 31, 1954.

With the recent sharp rise in television sales, particularly in the sixty cycle areas such as Montreal, the Company has been faced with increased activity in sales of unlicensed receivers imported from the United States. Duty free importation of television receivers by returning Canadian tourists was completely eliminated by a regulation brought down at the time of the 1953 Budget but customs regulations permit imports of TV receivers on which the 20% duty, 10% sales tax and 15% excise taxes are paid. Within the past six months several cases of dealers importing quantities of unlicensed U. S. TV receivers, such as Arvin, Traveler and Olympic, have come to the attention of the Company. In all such cases letters have been sent out advising the importers of the patent rights of the Company. These warning letters are usually effective in stopping the infringement but in a few recent cases it has been necessary to start actions in the Exchequer Court. The legal firm of Gowling, MacTavish, Osborne and Henderson have been used in these cases and the patent representatives of the shareholder companies have been very helpful in examining the circuits of unlicensed receivers purchased as evidence and in preparing reports of the patents utilized therein. So far, all such cases have been settled before getting down to trial, by the defendant

agreeing to discontinue the importation and paying damages on the unlicensed receivers sold.

Canadian Admiral Corporation discontinued royalty pay-

ments to the Company as of September 1st 1952 and for several months it appeared that a patent suit would be necessary. However, after lengthy negotiations, a settlement was reached on the basis of Canadian Admiral Corporation paying the Company a total of $475,000 as royalty clearance for the period January 1st 1952 to December 31st 1954. $275,000 of this amount has already been paid by Admiral and under the terms of the settlement the balance of $200,000 will be paid in ten monthly instalments of $20,000 each, commencing in January 1954.

The patent strength of the Company in the television field was greatly increased this year by purchase of the L. W. Parker Canadian patent No. 457,328 relating to inter-carrier sound. This invention is of basic importance and is used in all TV receivers, accounting for a saving of several dollars per set at manufacturing level. The patent still has 13 years life. Purchase price was $375,000, payable in 7 annual instalments of $50,000 each and a final payment of $25,000 in the eighth year.

Within the past year the Company has been approached by patent representatives of both International Telephone and Telegraph (which includes Federal and Farnsworth) and Motorola, to consider the possibility of the Company acting as agent in licensing others to operate under their Canadian patents. The value of these adversely held groups of Canadian patents are under study by the patent representatives of the shareholder companies and no decision has as yet been made in the matter. The patent representatives have held several meetings since the last Survey and are now engaged in bringing up to date the patent evaluation reports and studying the Canadian patents of Philco, Pye and others not presently included in the output licenses issued by the Company.

—7—

Hazeltine.

The Hazeltine-CRPL license provides for a basic royalty of 1½% on receivers sold in Canada, but the license also includes an annual maximum of $45,000. Calculations have indicated that on the percentage royalty basis the $45,000 maximum would be reached even if only a few hundred thousand receivers were sold in any one year and and the Company has therefore developed, with the approval of Hazeltine, a simplified procedure for pro-rating the Hazeltine payments over all receivers sold in any one year. A basic rate of 10% per receiver is deposited in a special Hazeltine account by the Company for each receiver (or electric phonograph) on which it collects royalty and similar 10¢ per unit payments are made by RCA Victor and by each of the shareholder companies on the receivers they sell. Payments from this account are made quarterly to Hazeltine and when the $45,000 is reached (usually by the end of the third quarter) payments into the account are discontinued for the balance of that year. At the end of the year the $45,000 is divided by the overall total number of receivers sold to determine the actual Hazeltine royalty per unit and adjustments are made so that the $45,000 is pro-rated between the participants. The actual Hazeltine royalty has worked out to 8.28¢ per unit in 1946; 5.25¢ in 1947; 7.76¢ in 1948; 6.426597¢ in 1949; 5.020409¢ in 1950; 8.47¢ in 1951 and 6.55¢ in 1952.

The company's licensees report that the Hazeltine engineering services distributed by the Company are of considerable value and many of the licensees have taken advantage of the opportunity of having new models examined and reported on in the Hazeltine laboratory at Chicago. These services come within the provisions of the

license that the Company has with Hazeltine at no additional cost.

The initial term of the CRPL-Hazeltine License Agreement was for ten years from July 1st 1944 and provided for automatic extension for another ten year period un-

less cancelled by notice in writing twelve months in advance of the initial termination date. Thus termination would have to have been made in July of this year if the Company had wished that the arrangement be discontinued. After due consideration the Board authorized continuation of the Agreement for the additional ten year period and no notice of termination was filed.

RCA Victor

In the years 1947, 1948, 1949, 1950 and 1951 the Company paid RCA Victor for use of its Canadian patent 20% (25% less 20% of said 25% for agency fee) of the Company's gross royalty collections less the amount of the royalty-paying licensee share of the Hazeltine royalties. Under a new arrangement finalized in 1951 and effective for the years 1952-1955 inclusive the Company collects royalties for RCA at the following rates:

1. On apparatus listed in the Company's Output License Agreement (except television and facsimile receivers) for which the Company's royalty rate is 3½%—RCA receives 0.9%.

2. On apparatus listed in the Output License for which the Company's royalty rate is 4%, and for television and facsimile receivers on which the Company's royalty rate is 3½%—RCA receives 1¼%.

3. On apparatus listed in the Output License for which the Company's royalty rate is 4½%—RCA receives 1½%.

Where the Company provides one half royalty rates for export and double regular rates for "chassis only" RCA receives one half or double its regular rate as the case may be.

From the royalties collected for RCA at the above rates, the Company retains 25% as its agency fee and transmits the balance to RCA before taxes.

—9—

Schedules Nos. 1-9

Schedule No. 1 on page 10 shows total income received by the Company from incorporation to September 30, 1953 ($7,490,813.49). The "Interest Earned" column in this Schedule represents interest from bonds and bank accounts. "Miscellaneous" income mainly represents income received from settlement of claims against licensed and unlicensed parties or, as in 1946, represents profit from sale of bonds. The tabulation at the end of the Schedule shows payments to Hazeltine and RCA Victor, Royalties Earned for the years 1945 to 1952 inclusive and for the first 9 months of 1953.

Schedule No. 2 on pages 11 & 12 lists the royalties received from licensees from incorporation to September 30, 1953.

Schedule No. 3 on page 13 shows the average unit royalty for each year since incorporation and the average unit royalty on radio sets and television sets from 1949 to September 30, 1953 inclusive.

Schedule No. 4 on page 14 is a comparison of royalty-paying licensees' radio sales to total industry radio sales.

Schedule No. 5 on page 15 is a comparison of royalty-paying licensees' television sales to total industriy television sales.

Schedule No. 6 on page 16 shows the licensees' gross royalties 1947 to October 31, 1953 by months.

Schedule No. 7 on page 17 shows each licensee's 1952 sales in units, the amount of royalty paid and the average royalty per unit.

Schedule No. 8 on page 18 shows each licensee's sales in units and amount of royalty paid during the first nine months of 1953 and the average royalty per unit.

Schedule No. 9 on page 19 shows the dividend paid to shareholder companies since incorporation.

INC

CHEL ENDOR SUPER CORPORATION

Year	Gross Royalties	Interest Earned	Miscellaneous	Total
1927-8	$ 533,376.46	$ 3,280.18	$ -	$ 536,656.64
1929	637,533.50	8,148.43	-	645,681.93
1930	781,765.23	14,535.39	-	796,300.62
1931	904,909.88	25,791.20	-	930,701.08
1932	140,404.23	23,262.58	10,000.00	173,666.81
1933	198,399.75	17,197.05	16,500.00	182,096.80
1934	133,361.45	12,468.43	1,901.30	147,731.18
1935	170,442.11	11,861.75	2,375.00	184,678.86
1936	219,851.41	8,922.87	2,109.13	230,883.41
1937	215,555.26	9,788.52	-	225,343.80
1938	187,792.72	10,167.75	1,767.00	199,727.47
1939	162,725.55	9,734.57	76.00	172,536.12
1940	188,821.17	10,169.66	-	198,990.83
1941	179,109.73	10,823.23	-	189,932.96
1942	99,042.70	12,264.22	-	111,306.92
1943	1,389.33	8,132.21	-	9,461.54
1944	776.60	6,309.52	-	7,086.12
1945	* 5,189.91	6,156.63	-	11,346.54
1946	*222,989.85	1,219.31	6,260.00	230,469.16
1947	*383,894.86	2,261.97	-	386,156.83
1948	*240,678.28	2,451.03	-	243,129.31
1949	*271,699.04	6,469.22	-	278,128.26
1950	*333,892.79	7,680.17	1,000.00	342,532.96
1951	*336,744.80	9,225.10	-	345,969.90
1952	*493,741.15	8,633.57	-	502,374.72
1953(to Sept 30)	*602,313.72	6,188.68	-	608,502.40
	$7,193,701.82	$253,123.24	$41,988.43	$7,490,813.49

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* From gross royalties collected in the years 1945-1953 inclusive, payments were made to RCA Victor and to Hazeltine in accordance with the arrangements referred to in the General section of this Survey. The resulting Royalties Earned for these years are indicated below:-

	1945	1946	1947	1948	1949	1950	1951	1952	1953 (to Sept 30)
Gross Royalties	$5,189.91	$222,989.85	$383,894.86	$240,678.28	$271,699.04	$333,892.79	$336,744.80	$493,741.15	$602,313.72
Less Pay'ts to RCA	1,297.48	55,747.46	71,334.59	44,896.85	51,284.97	63,739.19	63,611.15	115,990.65	142,026.72
Less Pay'ts to Haz.	678.72	18,379.65	19,554.15	26,447.01	15,238.68	14,891.85	14,093.46	15,117.87	21,427.32
Royalties Earned	$3,213.68	$148,862.74	$292,346.14	$179,385.02	$204,896.29	$255,168.75	$259,040.19	$362,572.63	$438,859.72

SUMMARY OF LICENSEES' ROYALTIES FROM INCORPORATION TO SEPTEMBER 30, 1953

Licensee	Total to Dec.31, 1947	1948	1949	1950	1951	1952	1953 Total to Sep.30/53	Total to Sep.30/53
Addison Industries Ltd.	$ 117,952	$ 17,021	$ 15,662	$ 16,219	$ 17,228	$ 32,227	$ 32,218	$ 248,527
American Bosch	129,472	-	-	-	-	-	-	129,472
Bock, Samuel A.	41	-	-	-	-	-	-	41
Brunt & Millen	32,533	12,058	19,905	18,946	12,996	1,225	433	97,596
Broadmar Co. Ltd.	481	799	69	27	-	-	-	1,336
Brunswick Radio	81,155	-	-	-	-	-	-	81,155
Canadian Admiral Corp. Ltd.	37,306	27,782	43,418	83,043	75,768	90,053	-	357,371
Canadian Aviation Electronics Ltd.	-	-	-	-	-	4,083	27,205	31,288
Canadian Brandes (Kolster)	135,821	-	-	-	-	-	-	135,821
Canadian National Carbon	51,298	-	-	-	-	-	-	51,298
Chisholm Industries Ltd.	756	2,909	3,191	6,552	4,756	6,453	2,199	26,816
Coronet Television Corp.	-	-	-	-	10,205	37,083	29,732	77,020
Crosley Radio and Television Ltd.	-	-	-	-	1,680	48,285	76,161	126,126
Crystal (formerly Jewel) Radio	-	-	-	4,108	8,635	14,223	23,526	50,492
De Forest Corp.	505,313	-	-	-	-	-	-	505,313
Deseronto Electronics Ltd.	-	-	3,582	6,799	2,765	7,807	2,242	23,195
Dominion Electrohome Industries	570,692	61,916	70,806	69,487	62,277	74,521	92,759	1,002,458
Dubeau & Freres	907	-	-	-	-	-	-	907
Electrical Products Mfg. Co.	4,513	16,144	22,061	27,976	29,730	26,715	39,083	166,222
Electronic Leaders Inc.	-	-	-	-	-	-	1,755	1,755
Emerald Television	-	-	-	-	-	-	969	969
Fada Radio Ltd.	104,010	-	-	-	-	-	-	104,010
Federal Radio	23,441	-	-	-	-	-	-	23,441
Freshman-Freed	45,610	-	-	-	-	-	-	45,610
General Motors Ltd.	26,491	74	123	796	8,397	6,216	11,781	53,878
Grigsby-Grunow	15,584	-	-	-	-	-	-	15,584
Hallicrafters Canada Ltd.	-	-	-	-	-	9,447	35,611	45,058
Hermes Radio	1,592	533	-	-	-	-	-	2,125
Hudson Motors	3,521	-	-	171	1,317	1,220	587	6,816
Kennedy, Colin B.	8,643	-	-	-	-	-	-	8,643
King Quality	61,321	-	-	-	-	-	-	61,321
King, E. K. & Co.	28,725	-	-	-	-	-	-	28,725
La Salle Radio	3,997	-	-	-	-	-	-	3,997
Malcolm & Hill	156,010	-	-	-	-	-	-	156,010
Manning Radio	-	-	758	227	124	143	22	1,274
Measurement Engineering	570	533	35	17	11	-	-	1,166
Moffats Limited	39,042	13,082	15	1	-	-	-	52,140
Mohawk Radio	133,545	-	-	-	-	-	-	133,545
Monarch Radio Mfg. Co.	4,857	2,009	2,507	2,888	3,140	2,365	1,014	18,780
Motorola Canada Ltd.	-	-	-	-	-	34,791	116,199	150,990

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Licensee	Total to Dec. 31, 1947	1948	1949	1950	1951	1952	1953 Total to Sep. 30/53	Tot. Sep. 30/53
Industrial Radioelectric Ent. Ltd.	$ -	$ -	$ -	$ -	$ -	$ 543	$ 1,105	$ 1,648
Meteor Television Ltd.	-	-	-	-	-	99	-	99
Murphy Bros.	-	-	-	-	68	-	-	68
McLagan Erla Co.	25,000	-	-	-	-	-	-	25,000
Nash Motors of Canada Ltd.	-	-	-	-	618	941	308	1,867
Northern Tool & Gauge	-	-	522	-	-	-	-	522
Northland Radio	21,426	-	-	-	-	-	-	21,426
Philco Corporation	1,036,239	-	-	-	-	-	-	1,036,239
Pye Canada Ltd.	-	-	2,300	5,666	8,078	12,271	7,610	35,925
Radioelectric Mfg. Ltd.	-	-	-	-	-	-	299	299
Research Industries Ltd.	343	675	1,410	570	481	806	167	4,350
S. Smith (Radiomobile) Ltd.	-	-	-	-	1,334	2,234	343	3,911
Silver Marshall	19,541	-	-	-	-	-	-	19,541
Sonora Corporation	55,306	-	-	-	-	-	-	55,306
Sparton of Canada Ltd.	426,501	25,667	20,631	19,355	16,681	28,675	28,315	565,825
Splitdorf Electric	31,873	-	-	-	-	-	-	31,873
Stark Electronic Instruments	30	42	-	-	-	-	-	72
Steinite Co.	21,805	-	-	-	-	-	-	21,805
Stewart-Warner Corp.	424,332	22,970	30,102	22,199	36,282	23,134	31,813	592,832
Stromberg-Carlson Co. Ltd.	349,039	29,098	25,131	28,454	20,790	10,317	176	462,985
Superb Electric	-	-	-	-	-	-	2,185	2,185
Temple Radio Ltd.	41,200	-	-	-	-	-	-	41,200
Thorcraft Ltd. (formerly Thorkelson)	-	251	636	437	259	98	17	1,698
Transvision-Television (Canada) (formerly General Radio)	2,433	5,600	5,600	5,499	1,661	1,369	3,999	26,161
Triten Electronics Ltd.	-	-	-	-	-	-	77	77
United Television Co. Ltd.	-	-	-	-	-	-	7,980	7,980
Vanas Television Ltd.	-	-	-	-	-	4,776	799	5,575
Vanas Distributors	2,107	1,599	17	-	-	-	-	3,723
Williams Piano Co.	59,919	-	-	-	-	-	-	59,919
Workrite Radio	34,256	-	-	-	-	-	-	34,256
Miscellaneous	40,260	-	-	-	-	-	-	40,260
Shareholder Companies (Stencil Sales)	-	-	3,179	14,916	13,465	11,602	23,664	66,826
Total	$4,916,709	$240,680	$271,660	$333,653	$336,766	$493,742	$602,313	$7,195,703

83-5-27

ROYALTY PER UNIT
1927 - 1953 (to Sept. 30)

Schedule No. 3

Year	Average Royalty per Unit*		
1927 -	$ 7.62		
1928 -	7.22		
1929 -	5.47		
1930 -	4.41		
1931 -	2.83		
1932 -	1.98		
1933 -	2.05		
1934 -	2.51		
1935 -	2.51		
1936 -	2.35		
1937 -	2.17		
1938 -	1.75		
1939 -	1.18		
1940 -	1.11		
1941 -	1.13		
1942 -	1.26		
1943 -	-		
1944 -	-		
1945 -	.77		
1946 -	1.00		
1947 -	1.06		
1948 -	1.12	Radio Only	TV Only
1949 -	1.12	1.05	5.36
1950 -	1.32	1.11	5.73.
1951 -	1.65	1.25	6.16
1952 -	2.07	1.12	5.45
1953 (to Sept. 30) -	1.99	1.09	5.30

* Includes radio receivers, electric phonographs and television receivers.

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Schedule No. 4

COMPARISON OF ROYALTY-PAYING LICENSEES' SALES
TO
INDUSTRY SALES (RADIO RECEIVERS ONLY)

Year	Total Canadian Sales	Royalty-Paying Licensees' Sales	% Royalty-Paying Licensees' Sales to Industry Sales
1931	286,122	172,612	60.3%
1932	133,454	62,058	46.5
1933	130,493	56,900	43.6
1934	168,830	51,954	30.8
1935	190,289	67,712	35.6
1936	248,191	93,097	37.5
1937	264,209	98,496	37.3
1938	251,166	108,206	43.1
1939	370,568	137,601	37.1
1940	442,933	169,495	38.3
1941	399,556	158,358	39.6
1942	209,163	78,883	37.7
1943	-	-	-
1944	-	-	-
1945	-	-	-
*1946	588,602	221,904	37.7
1947	899,866	356,840	39.4
1948	621,117	207,463	33.4
1949	763,140	231,868	30.3
1950	765,703	233,743	30.5
1951	583,487	179,661	30.8
1952	599,879	174,176	29.0
1953 (to Sept.30)	482,271	233,719	48.4
	8,399,039	3,094,346	32.9

* Prior to 1946, the sales of Philco Corporation were in the royalty-paying licensees' column. Philco sales are now in total sales column and affect the percentages accordingly.

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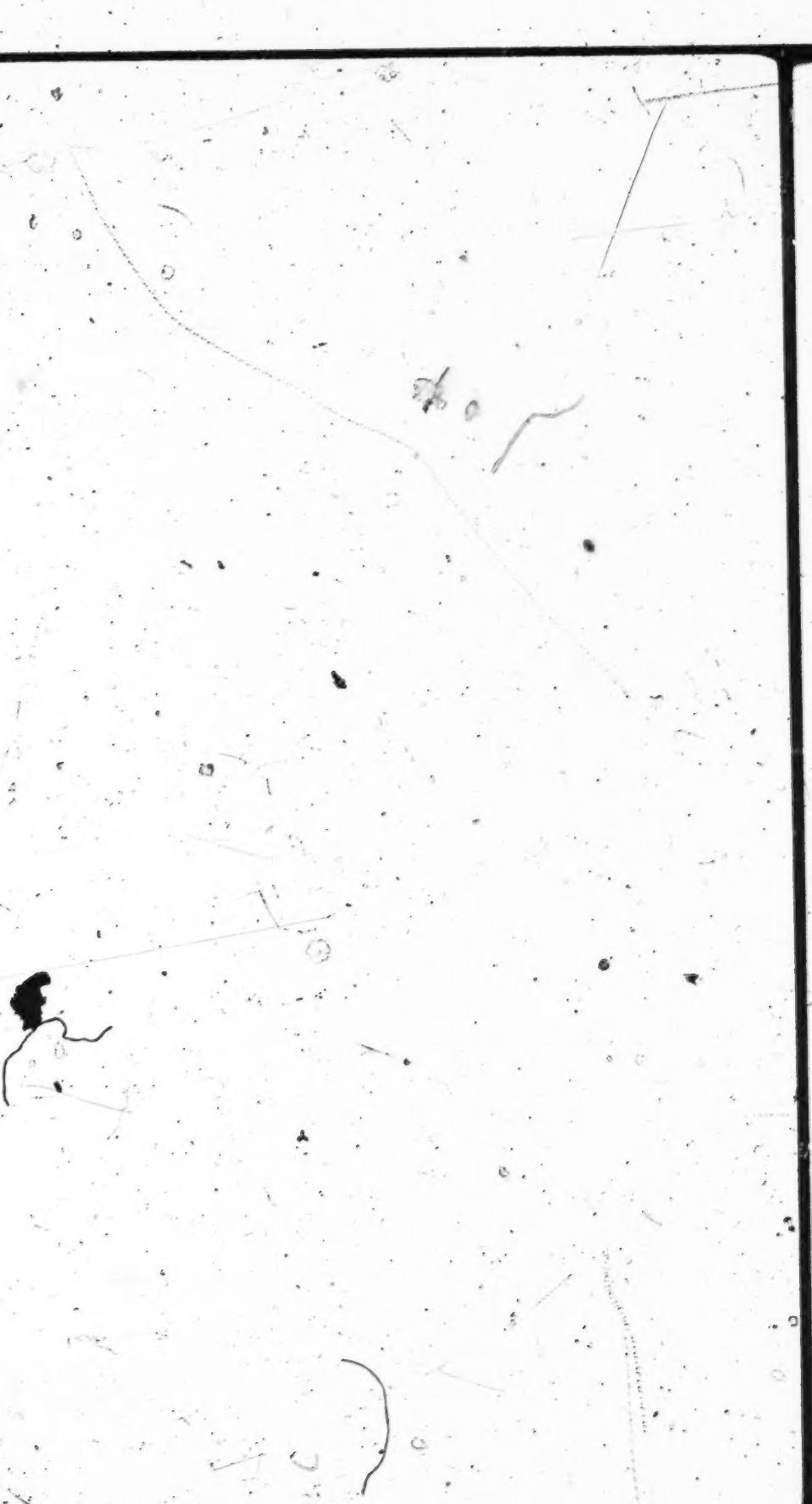

Schedule No. 5

COMPARISON OF ROYALTY-PAYING LICENSEES' SALES
TO
INDUSTRY SALES (TELEVISION RECEIVERS ONLY)

Year	Total Canadian Sales	Royalty-Paying Licensees' Sales	% Royalty-Paying Licensees' Sales to Industry Sales
1949	8,237	4,340	52.68%
1950	29,872	11,992	40.14
1951	43,025	18,008	41.85
1952	147,924	51,539	34.84
1953 (to Sept.30)	263,333	65,133	24.73
	492,391	151,012	30.67%

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Schedule No. 4

LICENSEES' GROSS ROYALTIES BY MONTHS
(JANUARY 1917 TO OCTOBER 1923)

	DOLLARS						
	1917	1918	1919	1920	1921	1922	1923
January	30,359	17,424	19,288	15,885	31,441	19,900	67,022
February	33,111	17,743	15,230	20,059	37,902	23,872	71,525
March	28,690	17,099	19,627	26,195	48,833	22,677	92,344
April	31,069	20,246	23,205	24,150	46,980	26,320	68,395
May	25,767	16,485	20,353	22,833	16,613	35,352	63,878
June	24,997	9,776	19,986	23,774	13,539	31,993	56,825
July	16,972	6,693	13,061	23,816	14,903	39,278	40,796
August	24,510	20,304	20,979	23,266	19,787	57,649	52,262
September	29,431	25,175	23,761	37,717	25,103	41,109	89,266
October	41,713	29,093	28,373	40,192	28,595	50,402	116,537
November	56,568	32,468	34,832	40,659	25,182	67,679	
December	40,148	28,172	32,966	35,307	26,833	77,511	
Total	$383,295	$240,678	$271,659	$333,853	$335,730	$493,742	$718,870

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 Schedule No. 7

1954 ROYALTY COLLECTIONS AND LICENSEES' AVERAGE ROYALTY PER UNIT

(Radio and Television Receivers, Electric Phonographs)

Licensee	Units	Gross Royalties	Licensee's Average Royalty per Unit
Addison Industries Ltd.	9,324	$ 32,227.	$ 3.46
Canadian Admiral Corp Ltd.	20,733	90,093	4.34
Can. Aviation Electronics Ltd.	487	4,083	8.38
Chisholm Industries Ltd.	2,695	6,493	2.89
Coronet Television Corp.	8,533	37,083	4.35
Crosley Radio & Television Ltd.	34,182	48,285	1.41
Crystal (Jewel) Radio Co.	16,377	14,223	.87
Dosserento Electronics Ltd.	10,776	7,807	.72
Dominion Electrohome Industries	32,267	74,521	2.31
Electrical Products Mfg. Co.	17,894	26,715	1.49
Electronic Leaders Inc.			
Emerald Television			
General Motors Ltd.	4,144	6,216	1.50
Hallicrafters(Canada) Ltd.	4,263	9,447	2.22
Hudson Motors	813	1,220	1.50
Industrial Radioelectric Ent.Ltd.	62	543	.88
Manning Radio	3	143	47.67
Measurement Eng. Ltd.			
Monarch Radio Mfg. Co.	3,496	2,363	.68
Motorola (Canada) Ltd.	21,173	34,791	1.64
Nash Motors	627	941	1.50
Provincial Distributing			
Pye (Canada) Ltd.	5,159	12,271	2.38
Radioletric Mfg. Ltd.			
Research Industries Ltd.	265	806	3.04
Sparton of Canada Ltd.	13,509	28,675	2.12
Stewart Warner Corp.	19,589	23,134	1.18
Stromberg Carlson Co.	7,181	10,317	1.44
Superb Electric			
Thorncraft Ltd.	93	96	1.03
Transvision Television Ltd.	1,518	1,389	.92
Triton Electronics			
United Television Co. Ltd.			
Venus Television Ltd.	1,074	4,776	4.45
Brand & Millen		1,225	-
Meteor Television Ltd.	17	99	5.82
S. Smith Radiomobile	1,489	2,234	1.50
Shareholder Cos.	2,198	11,602	5.28
	239,943	$493,742.	$ 2.06

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Schedule No. 8

1953 ROYALTY COLLECTIONS AND LICENSEES' AVERAGE ROYALTY PER UNIT

January 1 1953 to September 30 1953
(Radio and Television Receivers, Electric Phonographs)

Licensee	Units	Gross Royalties	Licensee's Average Royalty per Unit
Addison Industries Ltd.	9,072	$ 32,218.	$ 3.55
Brand and Millen		433	
Canadian Admiral Corp.Ltd.			
Can. Aviation Electronics Ltd.	3,866	27,203	7.33
Chisholm Industries Ltd.	914	2,199	2.41
Coronet Television Corp.	7,712	29,732	3.86
Crosley Radio & Television Ltd.	41,183	76,161	1.85
Crystal(formerly Jewel) Radio	33,024	23,586	.71
Deseronto Electronics Ltd.	3,297	2,242	.68
Dominion Electrohome Ind.	36,271	92,739	2.56
Electrical Products Mfg. Co.	24,888	39,083	1.57
Electronic Leaders Inc.	330	1,722	5.32
Emerald Television	113	969	8.58
General Motors	7,854	11,781	1.62
Hallicrafters (Canada) Ltd.	14,362	35,611	2.48
Hudson Motors	391	587	1.50
Industrial Radioelectric Ent. Ltd.	152	1,105	7.27
Manning Radio	2	22	11.00
Measurement Engineering			
Monarch Radio Mfg. Co.	1,689	1,014	.62
Motorola (Canada) Ltd.	67,764	116,159	1.71
Nash Motors	205	308	1.50
Provincial Distributing			
Pye (Canada) Ltd.	2,598	7,610	2.93
Radiolectric Mfg. Ltd.	70	299	4.27
Research Industries Ltd.	46	167	3.63
Sparton of Canada Ltd.	9,682	28,315	2.92
Stewart Warner Corp.	24,135	31,813	1.32
Stromberg Carlson Ltd.	34	176	5.18
Super Electric	386	2,185	5.66
Thordraft Ltd.	19	17	.89
Transvision Television Ltd.	6,798	3,999	.59
Triton Electronics	44	77	1.75
United Television Co. Ltd.	1,607	7,960	4.97
Venus Television Ltd.	179	799	4.46
S. Smith Radiomobile	79	343	4.34
Shareholder Cos.	4,672	23,664	5.08
	302,161	$602,313.	$ 1.99

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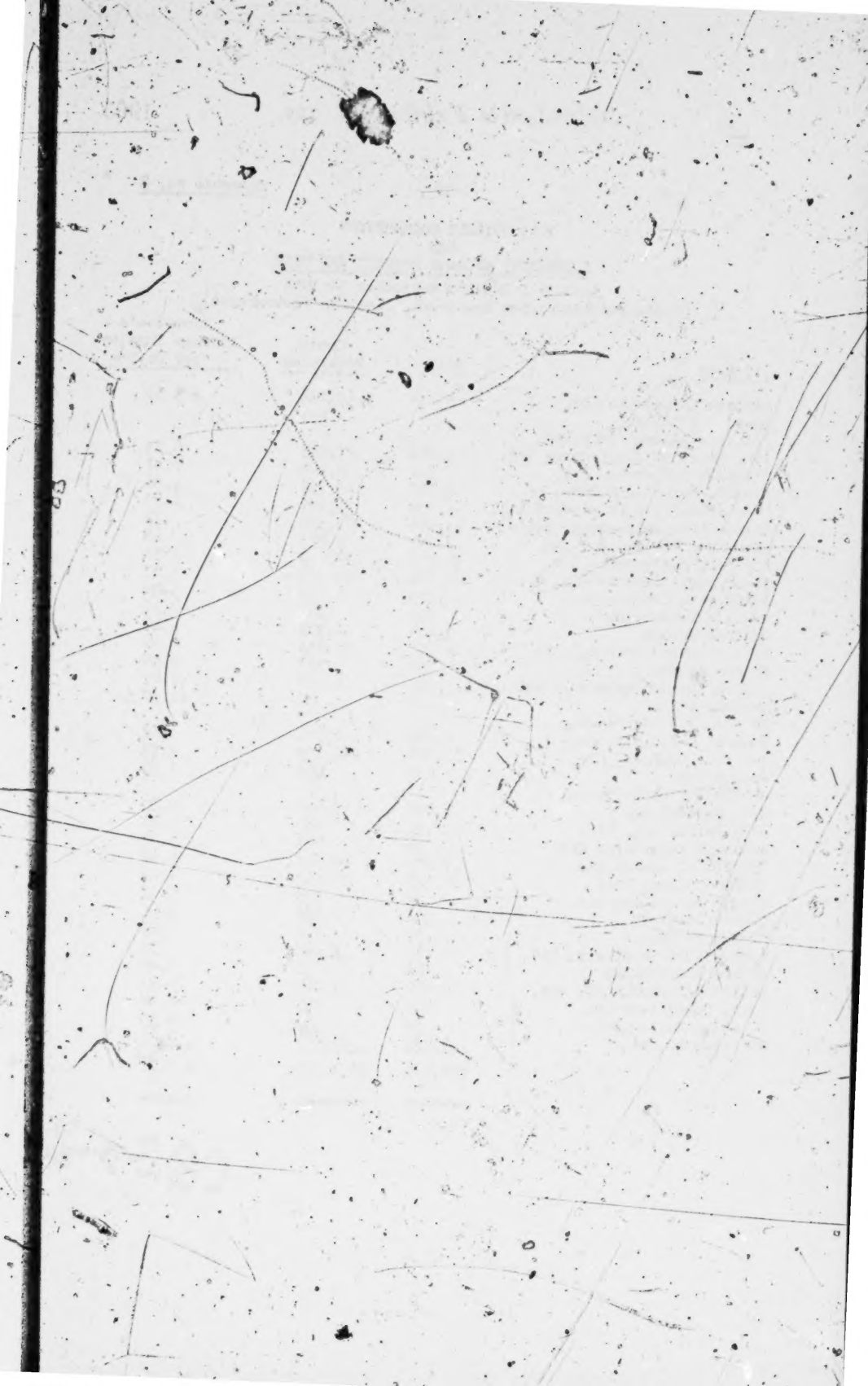

Schedule No. 2

DIVIDENDS

The dividends paid to shareholder companies since incorporation have amounted to $3,966,875.00. Details of the amounts paid individual shareholder companies are shown in the following Schedule:-

DIVIDENDS DECLARED

Dividend No.	Date	C. G. E.	Marconi	Northern	C. W. C.	Can. Radio	Total
1	Jan/28	$ 40,625.00	$ 40,625.00	$ 40,625.00	$ 40,625.00	$ 16,250.00	$ 178,750.00
2	Feb/29	40,625.00	40,625.00	40,625.00	40,625.00	16,250.00	178,750.00
3	Dec/29	75,000.00	75,000.00	75,000.00	75,000.00	30,000.00	330,000.00
4	Mar/30	62,500.00	62,500.00	62,500.00	62,500.00	25,000.00	275,000.00
5	Dec/30	93,750.00	93,750.00	93,750.00	93,750.00	37,500.00	412,500.00
6	Dec/31	62,500.00	62,500.00	62,500.00	62,500.00	25,000.00	275,000.00
7	Mar/33	53,125.00	53,125.00	53,125.00	53,125.00	21,250.00	233,750.00
8	Feb/34	31,250.00	31,250.00	31,250.00	31,250.00	12,500.00	137,500.00
9	Mar/35	37,500.00	37,500.00	37,500.00	37,500.00	15,000.00	165,000.00
10	Feb/36	37,500.00	37,500.00	37,500.00	37,500.00	15,000.00	165,000.00
11	Feb/37	37,500.00	37,500.00	37,500.00	37,500.00	15,000.00	165,000.00
12	Feb/38	37,500.00	37,500.00	37,500.00	37,500.00	15,000.00	165,000.00
13	Feb/39	14,062.50	14,062.50	14,062.50	14,062.50	5,625.00	61,875.00
14	Mar/40	14,062.50	14,062.50	14,062.50	14,062.50	5,625.00	61,875.00
15	May/42	14,062.50	14,062.50	14,062.50	14,062.50	5,625.00	61,875.00
16	Jan/43	37,500.00	37,500.00	37,500.00	37,500.00	15,000.00	165,000.00
17	Feb/44	14,062.50	14,062.50	14,062.50	14,062.50	5,625.00	61,875.00
18	Feb/46	42,187.50	42,187.50	42,187.50	42,187.50	16,875.00	185,625.00
19	Nov/47	31,250.00	31,250.00	31,250.00	31,250.00	31,250.00	156,250.00
20	Dec/48	18,750.00	18,750.00	18,750.00	18,750.00	18,750.00	93,750.00
21	Dec/49	18,750.00	18,750.00	18,750.00	18,750.00	18,750.00	93,750.00
22	Jan/51	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	125,000.00
23	Dec/51	18,750.00	18,750.00	18,750.00	18,750.00	18,750.00	93,750.00
24	Dec/52	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	125,000.00
		$882,812.50	$882,812.50	$882,812.50	$882,812.50	$435,625.00	$3,966,875.00

CGE-3-65

INDUSTRY STATISTICS

Schedules Nos. 10 to 25 inclusive on the following pages provide general statistical information relating to the Canadian radio and television industry.

Schedule No. 10 on page 22, shows the manufacturers yearly production sales and year-end inventories. These figures were taken from the Dominion Bureau of Statistics reports and include both the dollar value of factory production and the selling prices to the Consumer (including sales and exciseTaxes).

Schedule No. 11 on page 23 shows the monthly sales of radio receivers in Canada from January 1937 to July 1953 as taken from the Dominion Bureau of Statistics reports.

Schedule No. 12 on page 24 shows the sale of radio receivers by types, expressed as a percentage of the total yearly sales.

Schedules Nos. 13, 14, 15, 16, 17, 18, 19 and 20 are taken from the Radio-Television Manufacturers Association statistical reports and show the member Companies' radio and television domestic sales.

Schedule No. 13 on pages 25 to 27 shows the radio receiver unit sales by types for years 1946 to 1952 inclusive.

Schedule No. 14 on pages 28 and 29 shows the radio receiver unit sales by areas for years 1946 to 1952 inclusive.

Schedule No. 15 on page 30 shows the radio receiver dollar value of sales for years 1940-1953 inclusive.

Schedule No. 16 on page 31 shows the television receiver sales by types for years 1949 to 1952 inclusive.

Schedule No. 17 on page 32 shows the television receiver sales by areas for years 1949 to 1952 inclusive.

Schedule No. 18 on page 33 shows the television receiver dollar value of sales for years 1949 to 1952 inclusive.

Schedule No. 19 on page 34 shows the radio receiver set sales by areas and types for the year 1953 to October 31.

Schedule No. 20 on page 35 shows the television set sales by areas and types for the year 1953 to October 31.

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Schedule No. 21 on page 36 indicates the importation of radio receivers both duty-paid and duty-free (returning Canadian Tourists) from the United States.

Exports of Canadian made radio receivers by months for the years 1947 to July 1953 are shown on Schedule No. 22 on pages 37 and 38 and exports by countries for the years 1947 to July 1953 are shown on Schedule 23 on pages 39, 40 and 41.

For general comparison purposes, Schedule No. 24 and 25 on pages 42 and 43 showing the yearly sales of radio and television receivers in the United States has been included in this survey.

CGE-3-6

MANUFACTURERS' PRODUCTION, SALES AND YEAR-END INVENTORIES OF RADIO RECEIVERS IN CANADA
(From Dominion Bureau of Statistics Reports)

	PRODUCTION			* SALES			INVENTORY
Year	Units	Value (at Factory Prices)	Average Unit Value (at Factory Prices)	Units	Total List Price Value	Average Unit List Price	At Dec. 31 Units
					$	$	
1925	48,531	$ 2,278,292.	$46.95	185,000			25,852
1926	42,430	2,253,098.	53.10	223,228			34,521
1927	47,500	3,748,022.	78.92	209,122			32,175
1928	81,032	7,489,127.	92.38	133,454			13,039
1929	150,090	15,604,148.	103.99	130,493			34,387
1930	170,082	19,190,936.	112.86	167,177			35,909
1931	291,711	18,555,710.	63.60	190,289	10,513,520.00	55.78	40,299
1932	121,448	6,828,877.	56.05	247,920	22,175,833.00	89.45	07,162
1933	112,272	4,401,313.	39.20	265,855	22,629,906.00	85.12	57,038
1934	188,710	8,196,218.	43.43	251,259	19,877,777.00	79.11	40,530
1935	191,293	9,493,399.	49.62	370,568	20,005,519.00	53.99	97,379
1936	253,890	21,388,173.	44.85	438,776	23,551,572.00	53.65	50,123
1937	289,247	11,096,717.	40.43	399,556	23,283,944.00	58.27	13,685
1938	242,721	8,801,981.	30.29	209,163	14,404,236.00	68.86	(not available)
1939	348,307	8,078,130.	24.90	22,201	(Not available)		(not available)
1940	485,010	11,268,339.	23.23	595	(Not available)		(not available)
1941	389,372	9,215,304.	23.85	44,343	(Not available)		10,599
1942	177,149	4,062,401.	22.93	508,320	28,849,115.00	57.62	108,178
1943	979	18,840.	19.24	836,419	60,399,221.00	72.21	104,452
1944	-	-	-	599,447	49,351,338.00	82.74	109,633
1945	50,317	979,173.	19.46	724,517	53,629,788.00	75.92	143,198
1946	803,199	15,799,724.	20.12	738,019	59,159,851.00	77.98	199,301
1947	984,276	33,003,220.	39.23	574,252	51,452,212.00	89.60	198,215
1948	859,493	25,411,443.	39.74	568,884	50,125,290.00	88.11	258,039
1949	731,051	29,411,911.	37.18	338,302	29,570,616.00	87.25	
1950	820,772	33,497,785.	40.81				
1951	628,395	29,635,511.	47.16				
1952	597,758	22,178,020.	39.06				
1953	599,128	(not available)					

* Does not include export.

99-3-GD

Schedule No. 11

CANADIAN MANUFACTURERS' MONTHLY SALES OF RADIO RECEIVERS
(From Dominion Bureau of Statistics Reports)

	1937	1938	1939	1940	1941	1942	1943-45	1946	1947	1948	1949	1950	1951	1952	1953
Jan.	8,395	10,255	10,287	23,559	23,951	30,704		31,059	00,041	39,046	40,794	37,351	50,685	29,719	37,544
Feb.	10,295	9,035	12,103	25,474	27,003	27,246		35,843	72,718	35,833	44,268	40,597	56,848	34,702	47,880
Mar.	10,928	8,259	12,183	23,481	25,516	28,005		42,200	03,339	40,551	55,283	54,533	00,000	31,482	57,824
Apr.	10,990	7,456	12,853	21,900	30,207	18,443		42,841	47,724	31,157	50,432	50,190	57,476	38,774	60,099
May	11,119	6,374	14,300	25,942	21,664	10,544		44,954	01,586	32,250	50,102	50,930	38,792	44,480	50,540
June	10,049	10,385	17,749	33,304	27,804	17,939		29,493	00,083	20,550	63,350	53,871	32,930	39,289	47.754
July	20,222	13,588	23,816	29,990	30,039	13,625		00,022	50,143	19,303	42,750	47,503	28,804	38,030	30,050
Aug.	20,080	25,927	29,930	35,260	38,104	10,216		45,007	51,000	45,752	49,568	58,917	30,311	41,277	
Sept.	34,827	30,473	02,031	51,289	50,812	14,714		43,503	03,095	78,228	03,413	91,209	42,390	57,740	
Oct.	34,373	35,518	43,991	54,792	49,340	10,888		40,105	87,008	75,209	71,093	81,000	39,207	02,807	
Nov.	25,903	28,908	34,782	57,517	40,599	11,025		04,177	114,933	79,427	83,942	91,043	59,104	73,223	
Dec.	23,150	18,722	38,255	58,148	35,244	9,802		81,850	80,940	80,447	100,573	84,483	59,342	78,873	

NO DETAILED RECORD

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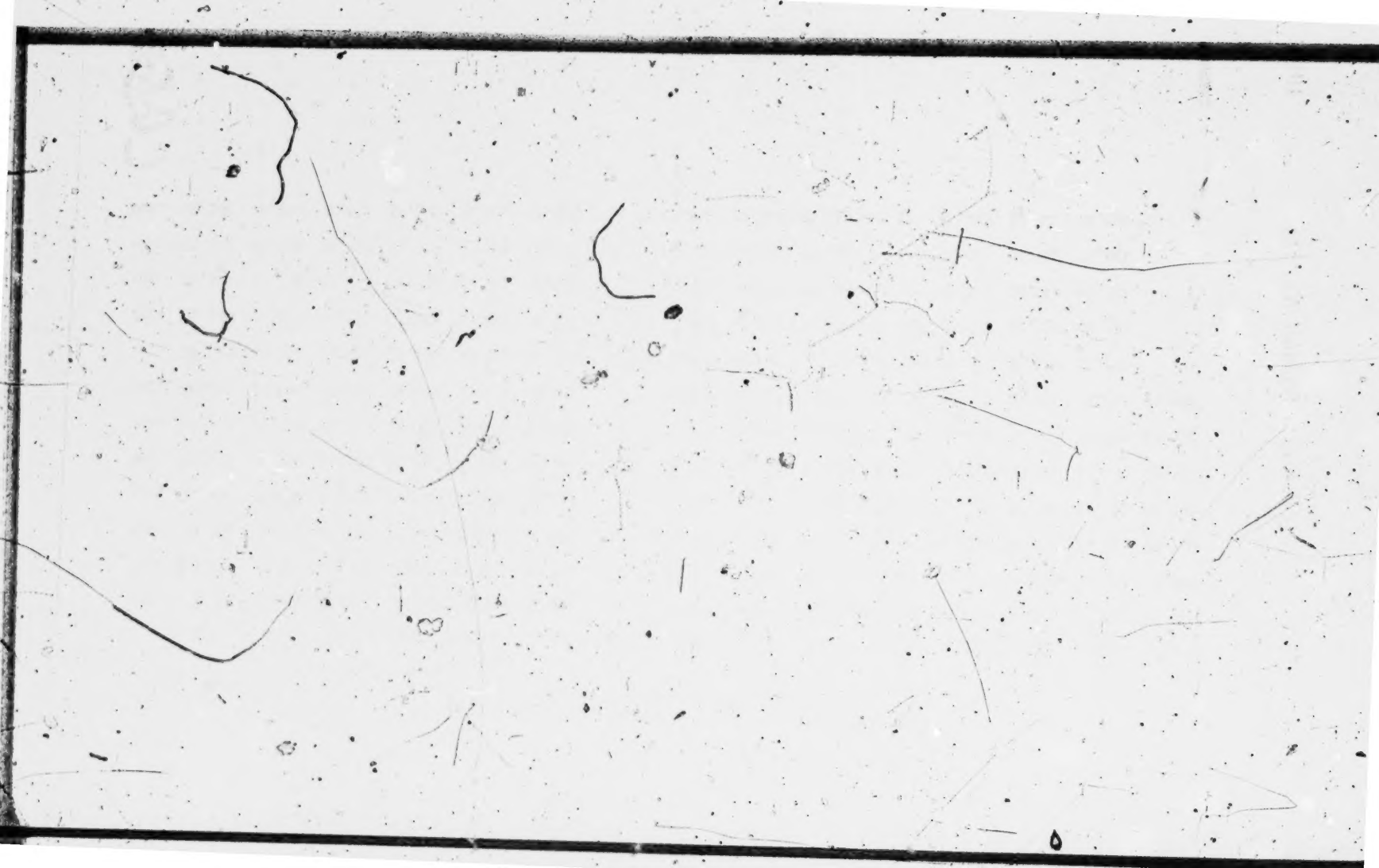
CGE-3-19



CANADIAN SALES OF RADIO RECEIVERS BY TYPES
(Indicated as Percentage of Total Yearly Sales)

	1935	1936	1937	1938	1939	1940	1941	1942 *	1946	1947	1948	1949	1950	1951	1952
AC (and AC/DC) Receivers															
Table	29.1%	30.1%	28.6%	33.2%	43.7%	47.4%	51.1%	54.8%	66.8%	58.9%	54.4%	54.1%	50.5%	55.1%	60.3%
Console	41.7%	37.3	35.2	31.2	21.0	18.3	14.7	10.1	.1	1.7	2.6	1.2	.9	.4	.17
Combinations (Table & Console) **	.2	.4	.4	.4	1.2	2.0	4.1	0.5	5.9	7.1	7.3	2.2	2.0	1.0	1.31
Table									2.4	0.8	12.3	10.8	14.1	14.6	13.1
Console															
Total AC (& AC/DC) Receivers	71.0	67.8	64.2	64.8	65.9	67.7	69.9	77.4	70.2	74.5	70.6	66.3	73.5	71.	74.8
Battery Receivers															
Table	11.3	15.8	19.8	20.7	24.8	20.4	17.5	16.2	19.1	13.2	6.8	4.1	2.8	2.9	2.7
Console	9.0	8.8	7.4	5.9	3.4	1.6	1.0	1.3		.6	.5	.5	.2	.6	.06
Total Battery	20.3	24.6	27.2	26.6	28.2	22.0	18.5	17.5	19.1	13.8	7.3	4.6	3.0	2.9	2.7
Auto Receivers	8.6	7.5	8.6	8.6	5.9	6.5	7.6	3.3	3.9	9.1	9.7	18.9	16.9	21.7	18.3
Portable Receivers	.1	.1				3.8	4.0	1.8	.8	2.6	0.4	8.2	6.6	4.4	4.2
Total Table (not includ. Comb)	40.4	45.9	48.4	53.9	68.5	67.8	68.6	71.0	85.9	72.1	61.2	58.2	59.3	58.	62.9
Total Console (not includ.Comb)	50.7	46.1	42.6	37.1	24.4	19.9	15.7	17.4	1.1	2.3	3.1	1.7	1.1	.4	.2
Total Comb. (Table & Console)	.2	.4	.4	.4	1.2	2.0	4.1	0.5	8.3	13.9	19.6	13.0	10.1	15.5	14.4
Total Auto and Portable	8.7	7.6	8.6	8.6	5.9	10.3	11.6	5.1	4.7	11.7	16.1	27.1	23.5	26.1	22.5

* Production curtailed (wartime restrictions).

** No breakdown between table and console combinations 1935-1942.

CX-53-78

Defendant's Exhibit No. 139.

1911

Schedule No. 12

Sept. 1, 1953

RADIO RECEIVER UNIT SALES BY TYPES (RTMA)

1946 - 1952 BY MONTHS

	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Home Sets Standard													
1946	298,332	23,696	19,511	22,502	25,770	24,535	12,147	30,335	23,789	18,706	20,462	37,861	38,798
1947	392,494	31,440	35,067	28,835	23,228	35,774	29,806	22,352	23,828	31,011	42,991	50,355	37,807
1948	270,992	19,609	17,146	16,778	11,543	11,344	11,182	12,574	16,742	36,567	34,964	40,325	42,218
1949	369,431	20,140	20,649	30,204	17,159	20,791	29,535	19,858	19,668	32,121	38,501	49,716	71,089
1950	400,984	22,706	24,675	29,197	24,794	23,441	23,584	19,528	29,601	53,194	46,395	53,816	50,053
1951	288,480	24,330	28,682	34,448	27,996	13,908	9,265	11,348	13,123	20,839	27,049	37,555	39,937
1952	311,997	15,612	17,231	15,555	18,597	22,531	18,483	16,415	19,047	31,932	39,178	48,912	30,444
Total	2,332,690	157,723	162,961	175,519	149,087	152,324	134,002	132,430	145,798	224,370	249,540	318,540	330,346
Home Sets Multiband													
1946	85,899	3,551	8,200	8,572	7,036	6,062	4,925	12,506	6,384	3,723	4,256	5,918	14,766
1947	95,633	13,136	12,299	9,240	7,265	4,358	6,031	4,145	4,521	6,327	9,849	7,850	10,612
1948	44,141	3,221	2,405	2,664	2,856	3,545	3,785	1,769	3,210	5,262	7,426	5,719	4,279
1949	40,338	3,022	2,813	1,943	3,820	2,736	2,095	1,811	2,904	4,439	5,486	5,827	3,442
1950	25,609	1,649	1,363	3,246	1,864	1,213	992	1,480	1,805	3,390	2,700	3,297	2,610
1951	20,638	1,319	1,376	1,472	1,902	1,267	991	679	1,267	1,904	2,961	3,284	2,215
1952	20,399	1,684	1,241	1,208	915	1,594	1,077	680	1,655	1,659	4,086	2,617	1,983
	334,657	27,582	29,697	28,346	25,654	20,775	19,896	23,070	21,746	26,704	36,764	34,512	39,871
Home Sets Battery													
1946	108,679	2,823	4,417	8,337	8,161	7,351	6,137	11,828	9,194	12,977	11,235	11,078	15,141
1947	111,924	7,676	12,295	7,907	11,497	9,064	11,986	8,214	3,183	6,867	9,912	12,999	5,124
1948	49,366	2,121	2,144	2,029	1,767	1,664	2,038	1,360	5,945	8,195	7,639	5,730	2,734
1949	36,498	1,478	1,886	2,252	2,015	1,599	4,950	3,121	4,467	6,287	5,010	2,545	888
1950	29,385	567	942	644	1,139	886	3,799	1,817	1,821	2,574	3,895	3,474	1,827
1951	16,281	982	1,460	1,285	1,031	962	510	736	3,216	1,354	1,111	1,474	1,960
1952	15,030	905	683	718	1,762	558	1,947	613	1,864	2,083	1,784	1,347	766
	367,163	16,552	23,967	23,172	27,972	22,084	31,367	27,689	34,690	40,337	40,586	38,647	28,500

Defendant's Exhibit No. 139.

1912

Schedule No. 13

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RADIO RECEIVER UNIT SALES BY TYPES (RTMA)

1946 - 1952 BY MONTHS

	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT	NOV.	DEC.
Portables													
1946	4,434	1,369	595	129	45	214	24	230	467	267	131	188	775
1947	21,176	565	791	1,772	3,340	3,029	1,780	2,351	2,419	1,622	1,652	821	1,034
1948	34,287	1,040	1,220	983	1,577	5,786	3,829	2,318	1,858	5,558	2,332	4,371	3,415
1949	53,722	2,032	2,856	2,516	4,709	8,609	6,961	6,481	5,082	3,334	4,767	2,873	3,502
1950	50,231	1,120	1,626	3,834	5,604	9,625	8,911	6,941	3,845	2,871	1,802	2,072	1,930
1951	24,374	890	1,576	2,105	4,019	3,790	4,176	2,318	1,233	1,328	837	842	1,460
1952	22,940	631	539	1,073	2,355	4,627	3,755	2,918	1,153	1,359	1,439	2,150	1,141
	211,164	7,647	9,203	12,412	21,649	35,730	29,436	23,557	16,057	15,939	12,960	13,317	13,257
Combinations Standard													
1946	26,579	7	914	1,866	1,341	2,676	2,697	1,602	2,195	2,987	3,036	3,178	4,080
1947	62,481	4,998	4,259	3,939	4,060	3,312	2,386	2,193	3,121	5,882	7,813	9,938	10,580
1948	70,203	2,829	3,302	5,921	4,865	2,682	1,748	929	5,868	10,550	11,243	10,052	9,714
1949	59,657	3,752	3,779	3,922	3,367	1,295	2,544	2,695	3,454	6,825	7,760	9,735	8,529
1950	69,277	2,620	4,166	5,009	5,470	2,739	3,381	3,998	7,414	10,986	7,086	6,906	9,502
1951	55,284	4,274	5,506	7,140	3,934	2,830	1,343	2,007	5,062	4,269	5,912	6,595	6,412
1952	50,319	4,412	4,204	3,366	3,550	2,342	2,595	1,764	3,382	6,024	6,864	7,024	4,788
	393,800	26,892	26,130	31,163	26,587	17,876	16,694	15,188	30,496	47,523	50,214	53,432	53,605
Combinations Multiband													
1946	20,751	-	345	505	1,049	201	311	2,181	1,908	2,679	2,963	3,575	4,834
1947	50,292	4,025	2,728	3,503	3,238	2,903	2,632	2,332	3,135	3,265	6,896	6,656	8,979
1948	45,335	4,532	2,262	2,150	2,575	2,314	1,319	942	2,982	6,052	7,138	7,195	5,874
1949	38,566	2,432	2,926	2,050	1,851	3,089	788	1,190	2,809	4,446	5,145	5,373	6,467
1950	36,897	1,897	1,788	2,200	1,491	1,065	767	1,093	1,910	5,165	7,143	6,226	6,152
1951	31,304	2,998	2,290	2,268	3,117	761	986	1,137	1,726	3,100	3,830	4,051	5,040
1952	28,854	2,234	2,860	2,037	1,274	967	1,059	863	2,102	3,773	4,333	3,445	3,962
	251,999	18,058	15,099	14,713	14,595	11,300	7,862	9,736	16,572	28,480	37,508	36,761	41,313

Schedule No. 13 (cont'd)

Defendant's Exhibit No. 139.

1918

C.A. 15-3-72

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Schedule 13 (cont'd)

Page 3

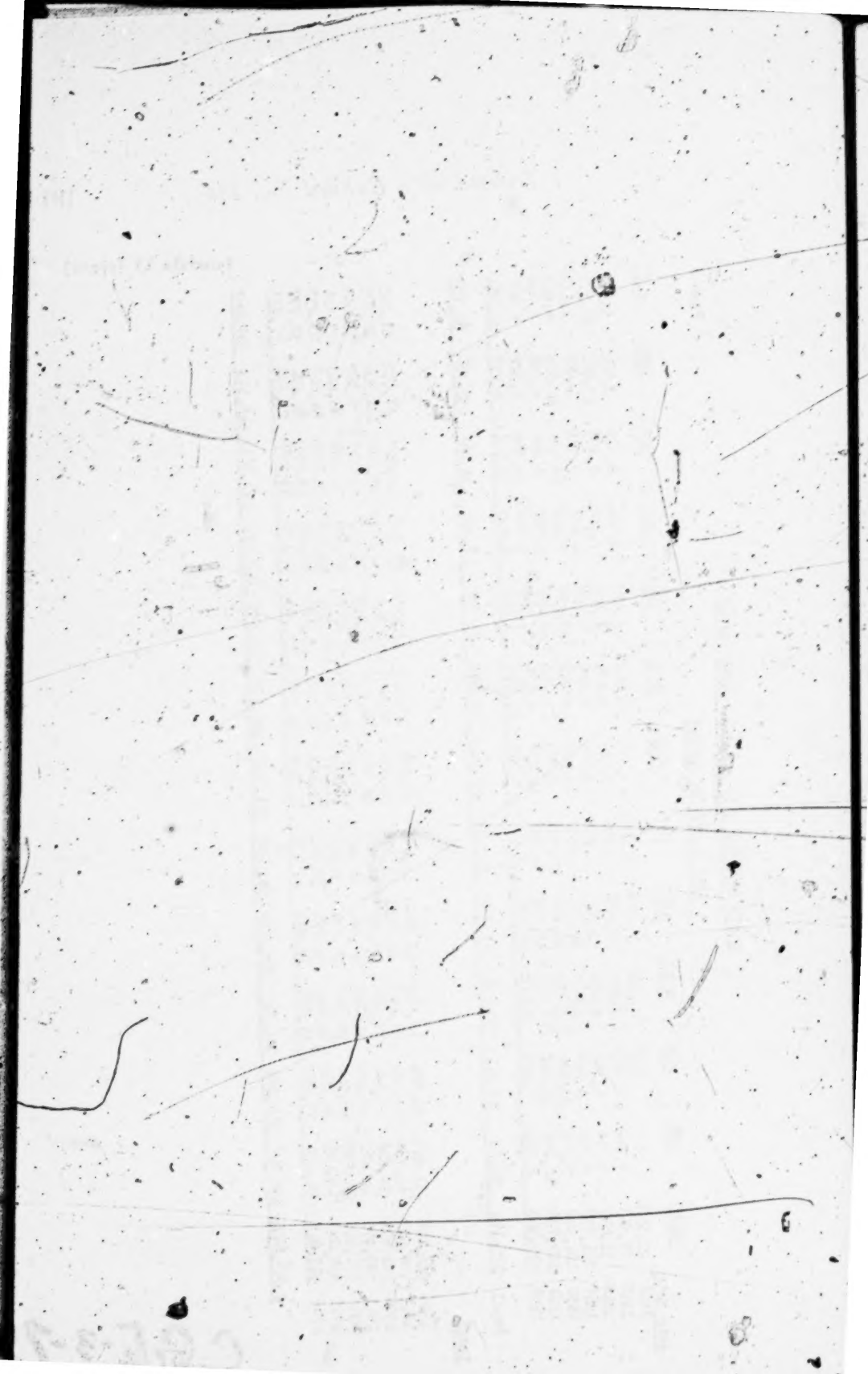
RADIO RECEIVER UNIT SALES BY STATES (cont'd)

1946 - 1952 BY MONTHS

Auto. Sold	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
1946	21,952		442	108	178	2,937	1,458	1,742	2,322	2,214	3,926	3,674	2,751
1947	73,843	1,340	2,343	1,872	2,485	3,536	5,985	8,456	7,303	7,090	7,878	13,681	12,377
1948	84,477	6,236	4,581	6,451	3,849	4,848	5,052	2,864	3,330	4,439	2,771	1,775	3,431
1949	131,758	5,771	8,520	11,635	14,883	12,848	10,440	8,011	12,492	7,636	12,011	10,374	9,817
1950	134,862	7,578	13,344	12,639	14,822	12,992	9,883	9,745	9,209	6,932	6,855	9,058	9,759
1951	130,776	11,765	13,012	13,395	13,792	14,343	14,552	7,657	10,396	6,846	4,306	4,619	1,953
1952	100,366	2,958	7,229	9,881	10,396	9,401	8,134	10,671	8,186	8,840	6,095	5,953	12,788
Total	685,134	35,104	49,711	59,420	61,795	60,638	61,744	52,663	53,238	43,937	44,042	49,134	52,958

Total													
1946	566,606	31,644	34,624	42,019	43,580	43,996	27,699	60,444	46,259	43,553	46,009	65,472	81,345
1947	807,843	63,780	68,922	57,867	54,213	61,976	69,606	80,881	62,510	62,024	86,991	102,300	86,573
1948	561,821	39,838	33,088	39,016	29,032	31,583	28,963	22,756	39,935	76,823	74,213	75,367	71,665
1949	729,770	49,827	43,439	34,722	47,484	50,987	63,353	44,067	50,476	65,068	78,680	86,443	103,834
1950	731,345	57,351	47,344	56,769	57,254	62,011	51,317	44,778	55,605	65,112	75,676	84,849	81,653
1951	557,697	44,458	54,108	64,114	55,791	57,741	51,823	28,062	36,023	39,440	46,066	58,120	58,977
1952	549,845	38,472	33,687	31,038	30,895	42,431	37,040	34,127	37,389	55,470	63,779	73,698	75,833
	4,504,927	325,548	314,612	325,545	318,249	354,758	329,745	320,727	328,001	386,335	470,597	544,543	559,880

CGE-3-73



RADIO RECEIVER UNIT SALES BY AREAS AND MONTHS 1946-1952 (h. ea)

	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Maritimes													
1946	44,425	3,130	2,263	3,506	3,322	3,648	1,796	4,944	3,481	3,463	2,967	5,024	6,881
1947	63,127	5,937	5,740	3,646	6,483	5,408	5,769	4,319	3,114	4,794	5,168	6,841	6,106
1948	39,608	2,727	2,492	3,242	1,628	1,961	2,037	1,726	2,405	5,568	5,290	5,711	4,821
1949	53,660	2,203	3,875	4,091	3,409	3,377	3,921	2,953	4,037	5,316	6,050	6,204	8,224
1950	55,937	2,765	3,585	4,272	3,949	3,815	3,178	2,918	4,012	9,403	5,300	5,999	6,241
1951	40,931	2,892	4,752	5,170	3,132	1,892	1,663	1,849	2,349	3,205	3,259	4,599	6,169
1952	45,898	1,549	2,078	1,740	2,512	1,409	1,048	1,493	1,703	4,928	6,221	6,995	5,782
Total	343,586	21,203	25,185	25,367	24,835	23,510	21,412	22,202	23,101	36,677	34,455	41,373	44,226
Quebec													
1946	122,036	5,926	8,172	9,391	9,675	10,272	6,228	11,791	10,522	8,746	9,587	13,015	18,711
1947	180,719	13,842	16,602	13,967	12,069	15,867	13,311	10,854	10,743	13,517	18,970	20,724	20,253
1948	129,487	8,127	7,414	8,422	7,619	8,989	5,191	5,374	7,898	16,595	18,992	18,619	16,247
1949	129,579	8,306	8,816	8,419	8,174	8,787	11,049	9,155	8,034	12,128	12,271	15,640	18,804
1950	145,816	7,412	8,362	10,322	10,253	13,629	9,570	8,115	13,038	17,799	13,812	16,812	16,692
1951	110,335	10,808	8,597	11,130	11,255	5,153	5,573	5,617	6,895	7,646	12,872	13,124	11,665
1952	101,269	4,535	7,014	5,363	7,103	9,251	6,892	5,899	6,390	9,259	12,576	13,620	13,367
Total	919,241	58,956	64,977	67,014	66,148	71,948	57,814	56,805	63,520	85,686	99,080	111,554	115,739
Ontario													
1946	236,575	13,224	13,564	16,347	16,813	19,130	12,073	25,270	17,680	17,095	19,403	29,426	36,550
1947	340,967	24,241	26,241	23,491	21,734	28,818	24,670	22,197	21,196	27,180	35,599	47,083	43,517
1948	232,579	19,199	13,747	18,427	11,770	11,615	13,352	9,939	17,114	30,721	26,467	28,659	31,579
1949	388,516	20,731	22,667	32,460	27,203	29,236	37,515	20,960	26,226	28,522	42,162	45,308	55,526
1950	365,003	18,917	26,156	29,304	33,454	26,432	27,305	22,415	24,777	33,273	36,751	43,405	42,814
1951	275,269	22,604	28,365	32,265	28,283	22,471	19,091	15,866	18,100	18,483	18,124	26,561	25,056
1952	258,830	12,599	15,778	16,799	18,571	20,561	17,646	18,355	18,650	24,835	26,238	29,291	39,491
Total	2,097,739	131,515	146,518	169,093	157,828	151,263	151,652	135,002	143,743	180,119	204,800	249,733	278,533
Manitoba													
1946	50,100	2,478	3,017	3,695	5,202	4,094	2,425	5,797	5,373	3,640	4,518	5,357	4,504
1947	64,481	4,878	5,420	4,623	4,295	4,681	3,999	3,956	7,126	4,811	8,653	7,845	4,164
1948	40,287	2,701	2,427	1,899	1,887	1,739	1,516	1,424	3,022	7,719	5,006	5,536	5,411
1949	41,796	2,572	2,000	2,184	2,147	2,230	3,096	3,098	4,548	5,169	4,598	4,628	5,526
1950	42,448	2,606	2,480	3,212	2,467	1,256	3,078	3,116	4,253	5,305	5,800	4,855	4,511
1951	39,406	2,927	4,178	5,010	3,521	2,460	1,324	1,399	3,501	3,209	2,749	3,726	5,425
1952	35,400	2,404	2,078	1,605	2,243	1,951	1,994	1,495	2,516	4,018	4,600	5,465	5,030
Total	313,918	20,566	21,600	22,228	21,764	18,411	17,432	20,285	30,341	34,101	35,210	37,412	34,527

CT-2-74

Schedule No. 14

RADIO RECEIVER UNIT SALES BY PROVINCE AND MONTHS 1946-1952 (RTMA)

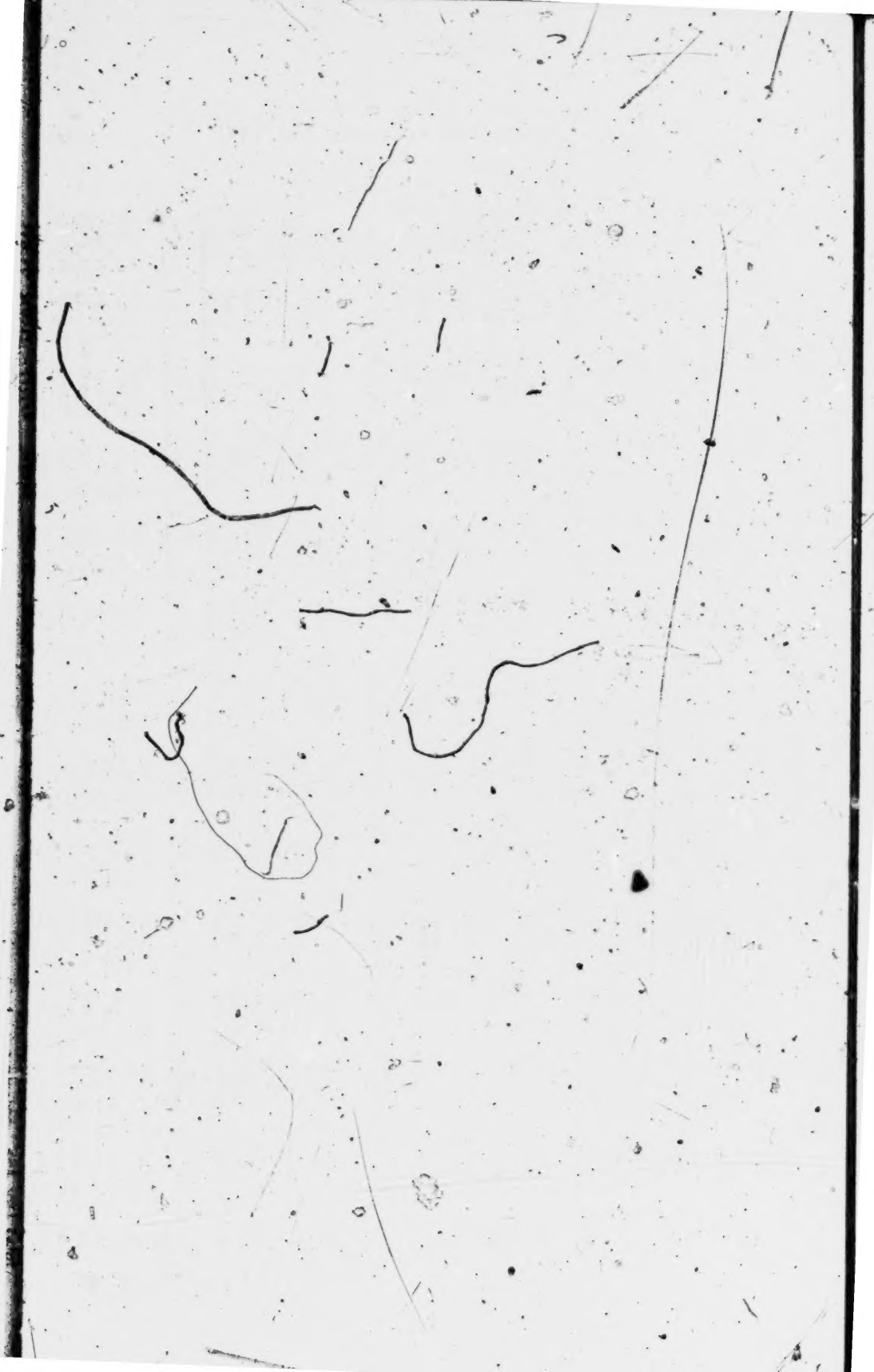
Ask.	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
1946	31,303	1,553	2,029	2,734	2,434	2,571	1,594	3,543	2,669	2,823	2,840	3,030	3,483
1947	37,560	3,271	3,809	3,074	2,744	3,201	3,134	1,942	2,413	3,089	4,725	3,331	2,827
1948	28,032	1,514	1,580	1,145	1,097	1,761	1,655	1,007	2,891	3,985	4,720	3,811	2,866
1949	28,177	1,695	1,767	1,761	1,689	1,593	1,917	1,745	2,070	4,083	3,620	2,695	3,542
1950	26,304	1,243	1,680	1,867	1,331	1,373	1,801	2,180	1,612	4,433	3,842	2,966	1,776
1951	19,035	1,393	1,546	1,908	2,261	1,166	1,151	653	1,147	1,498	2,001	2,104	2,207
1952	22,502	1,699	1,323	1,115	1,573	1,687	1,660	1,187	1,257	2,683	2,600	3,407	2,311
Total	192,913	12,368	13,734	13,604	13,329	13,352	12,912	12,257	14,059	22,594	24,348	21,344	19,012
Alberta													
1946	35,493	2,018	2,119	2,970	3,099	2,695	1,820	4,137	2,838	3,907	2,330	4,289	3,271
1947	48,387	4,791	4,137	3,738	2,927	3,388	3,878	2,553	2,686	3,729	5,729	6,145	4,686
1948	39,096	1,770	1,774	2,563	1,907	1,545	1,967	1,369	3,242	6,238	6,113	5,950	4,658
1949	42,099	1,961	2,525	3,086	2,691	2,738	2,715	2,714	2,787	4,422	4,841	5,297	6,222
1950	43,314	2,030	2,787	3,793	2,706	2,576	2,983	2,434	3,649	6,653	4,592	5,116	3,995
1951	34,293	2,561	3,320	4,208	3,697	2,765	1,498	1,188	2,198	2,703	2,851	3,881	3,423
1952	43,276	3,168	2,391	2,347	3,403	2,774	3,293	1,817	2,220	5,434	5,656	4,988	4,785
Total	285,958	18,299	19,053	22,705	20,430	18,481	18,154	16,212	19,620	33,086	32,212	36,666	31,040
B.C.													
1946	46,674	3,317	3,460	3,376	3,035	3,546	1,963	4,962	3,696	3,879	4,364	5,331	5,745
1947	72,702	6,820	5,573	4,728	4,261	5,613	5,845	4,260	5,232	4,874	8,147	10,331	7,018
1948	52,732	3,570	3,626	3,318	3,124	3,973	3,245	1,917	3,363	5,807	7,625	7,081	6,083
1949	46,143	3,159	1,779	2,721	2,571	3,026	3,140	3,442	3,174	5,432	5,038	6,671	5,990
1950	52,523	2,964	2,484	4,099	2,934	2,930	3,402	3,620	4,264	8,046	6,270	5,696	5,804
1951	37,828	3,313	3,301	4,423	3,642	1,874	1,523	1,490	1,833	2,696	4,233	4,425	5,032
1952	42,650	2,518	3,025	2,069	3,081	2,800	2,507	1,881	2,651	4,293	5,832	6,926	5,067
Total	351,252	25,661	23,301	24,734	22,648	23,762	21,625	21,572	24,213	35,027	41,509	46,461	40,739
Total													
1946	566,606	31,646	34,624	42,019	43,580	43,956	27,899	60,444	46,259	43,553	46,009	65,472	81,145
1947	807,943	63,780	69,522	57,067	54,513	61,976	60,606	50,881	52,510	62,024	86,991	102,300	86,573
1948	561,821	39,608	33,060	39,016	29,032	31,583	28,963	22,756	39,935	76,683	74,213	75,367	71,665
1949	729,970	40,627	43,429	54,722	47,884	50,987	63,353	44,067	50,876	65,068	78,680	86,443	103,834
1950	731,345	37,937	47,944	56,769	57,294	52,011	51,317	44,798	55,605	85,122	75,876	84,849	81,833
1951	557,097	46,498	54,102	64,114	55,791	37,781	31,823	28,062	36,023	39,440	46,066	58,420	58,977
1952	549,845	28,472	33,687	31,038	38,885	42,433	37,040	34,127	37,389	55,470	63,779	71,692	75,833
Total	4,504,627	288,568	316,368	344,745	326,979	320,727	301,001	284,335	318,597	427,290	471,614	544,543	559,860

Defendant's Exhibit No. 139.

1916

Schedule "C" to Admission of Facts

CL-3-75



RADIO RECEIVER DOLLAR VALUE SALES AND AVERAGE UNIT SELLING PRICE (RTMA)

1946 - 1952 BY MONTHS

Dollar Value Sales	TOTAL	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
1946	$ 28,855,142	$ 1,111,010	$ 1,410,257	$ 1,682,479	$ 1,721,053	$ 1,850,587	$ 1,348,408
1947	58,204,218	4,088,077	4,106,797	3,972,602	3,647,132	4,013,399	3,757,593
1948	47,058,470	3,748,676	3,058,964	3,710,865	2,880,270	2,691,608	2,839,077
1949	54,470,021	3,098,828	3,332,285	4,238,168	3,645,388	3,509,985	3,792,335
1950	57,320,400	2,831,088	3,759,177	4,296,342	4,404,288	3,479,347	3,123,037
1951	50,353,692	4,156,590	4,626,614	5,187,492	4,909,821	3,350,727	2,731,790
1952	47,838,393	3,003,925	3,672,974	3,305,435	3,393,364	3,186,073	2,851,624
	$344,100,336	$22,038,194	$23,947,068	$26,393,383	$24,601,316	$22,081,670	$19,843,864

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
1946	$ 3,155,177	$ 2,470,376	$ 2,509,476	$ 2,958,156	$ 3,693,842	$ 4,944,371
1947	3,481,864	3,683,282	4,479,552	6,591,001	7,703,854	8,679,071
1948	1,330,572	3,124,455	5,983,635	6,179,656	6,261,578	5,849,114
1949	2,896,310	3,466,196	5,167,974	6,307,699	7,452,592	7,562,261
1950	3,144,374	4,293,133	6,939,640	6,793,682	7,239,868	7,036,424
1951	2,535,949	3,646,883	3,813,433	4,619,223	5,352,352	5,422,818
1952	2,744,098	3,301,993	5,083,419	5,709,451	5,789,687	5,796,350
	$ 19,288,344	$23,986,318	$33,977,129	$39,158,868	$43,493,773	$45,290,409

Average Unit Selling Price	TOTAL	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1946	51	35	41	40									
1947	72	64	59	60	39	42	48	52	53	58	64	56	61
1948	84	95	93	95	67	65	62	70	70	72	76	75	100
1949	75	76	77	77	99	85	77	58	78	78	83	83	82
1950	78	75	78	76	76	69	60	66	68	79	80	86	73
1951	90	89	86	81	77	67	61	70	77	82	90	85	86
1952	87	106	109	106	88	89	86	90	101	97	100	92	92
					87	75	77	80	88	92	90	81	104

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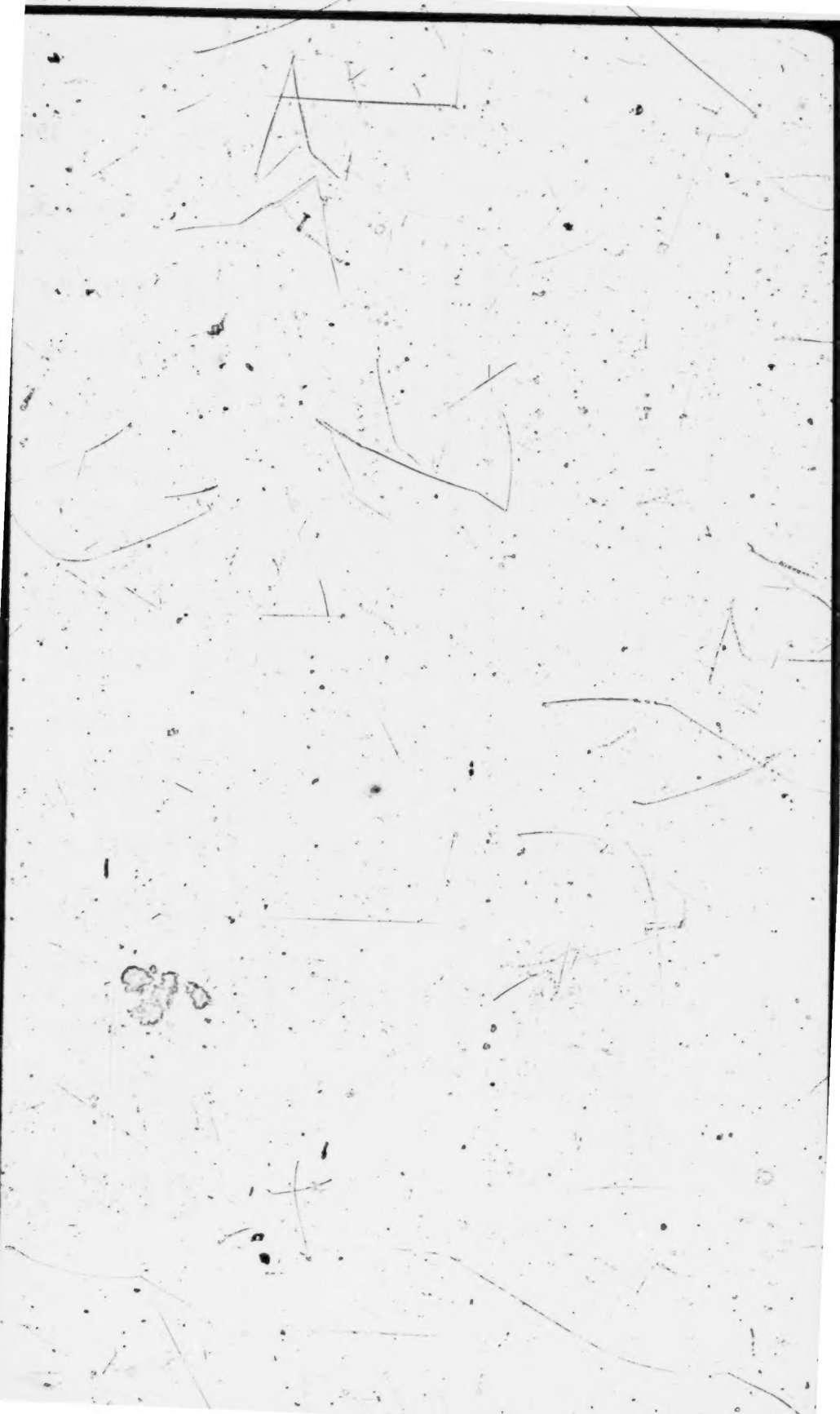

= Television receiver unit sales by types not available prior to January 1, 1951

TELEVISION RECEIVER UNIT SALES BY TYPES AND MONTHS 1951-1952 (RETAIL)

	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Table Models Under $400													
1951	4,143	174	324	338	153	305	199	10	75	388	520	709	978
1952	51,172	839	752	899	800	2,433	1,778	1,703	4,618	6,955	9,259	7,478	11,658
Total	55,315	1,013	1,076	1,237	953	2,738	1,977	1,713	4,693	7,343	9,779	10,183	12,636
Table Models Over $400													
1951	11,460	1,352	1,522	1,735	1,373	418	236	139	267	922	1,205	1,412	849
1952	22,024	1,142	1,048	923	1,429	1,090	930	1,564	2,052	1,383	3,213	3,352	3,698
Total	33,484	2,494	2,570	2,658	2,802	1,508	1,166	1,703	2,319	2,305	4,418	4,764	4,767
Console Models Under $500													
1951	5,173	280	363	432	97	34	8	27	46	377	1,539	2,155	815
1952	39,831	996	726	1,220	1,042	1,696	2,068	2,516	3,458	6,307	6,216	7,253	6,343
Total	45,004	1,276	1,089	1,652	1,139	1,730	2,076	2,543	3,504	6,684	7,755	9,408	7,158
Console Models Over $500													
1951	17,178	1,701	1,637	2,985	2,722	332	100	138	567	1,409	1,466	2,233	1,866
1952	23,909	1,503	1,109	1,221	569	1,042	629	1,183	1,336	3,378	4,386	3,536	4,167
Total	41,087	3,204	2,746	4,206	3,291	1,374	729	1,321	1,903	4,787	5,852	5,769	6,033
Combinations													
1951	2,661	302	442	469	64	27	10	9	9	190	400	355	388
1952	9,437	379	645	455	742	352	205	526	1,266	1,418	577	1,836	1,036
Total	12,098	681	1,087	920	806	379	215	535	1,275	1,608	977	2,191	1,424
Total													
1949	± 8,212												
1950	29,611												
1951	40,615	3,809	4,288	5,955	4,409	1,116	493	323	964	3,286	5,182	5,894	4,896
1952	146,373	4,859	4,274	4,718	4,582	6,583	5,670	7,492	12,780	19,241	23,631	25,431	27,102
Tot.	224,811	8,668	8,562	10,673	8,991	7,699	6,163	7,815	13,744	22,527	28,813	31,325	31,998

Defendant's Exhibit No. 139.

1918

Schedule No. 15

CE-3-77

- 31 -

Sept 1, 1953

Defendant's Exhibit No. 139.

1919

Schedule No. 12

CASE-3678

* Figure indicates total unit sales to October 31, 1949

TELEVISION RECEIVER UNIT SALES BY AREAS AND MONTHS 1949-1952 (RTMA)

Year-Population	TOTAL	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
New York													
1949	3,191												
1950	10,290	315	479	519	517	318	224	503	325	1,134	* 2,094	551	546
1951	16,247	1,435	1,224	2,348	1,481	387	189	167	580	1,701	1,527	2,210	2,219
1952	22,736	1,862	1,905	2,386	2,252	3,392	2,398	2,048	4,569	7,933	2,067	2,543	2,125
											9,438	9,834	11,785
Total	52,464	3,612	3,608	5,253	4,250	4,097	2,811	2,718	5,474	10,768	15,120	15,138	16,635
Western Pa.													
1949	1,360												
1950	4,541	135	206	221	195	240	207	206	400	443	* 846	253	261
1951	8,298	628	620	1,040	1,039	226	135	65	191	746	651	718	919
1952	17,434	874	773	704	441	1,003	842	636	1,286	2,433	1,188	1,257	1,113
											2,813	2,710	2,939
Total	31,633	1,637	1,599	1,965	1,675	1,469	1,184	907	1,877	3,622	5,498	4,938	5,232
Windsor													
1949	3,169												
1950	13,996	353	711	774	715	637	363	934	1,194	2,188	* 1,817	707	645
1951	13,498	1,532	2,251	2,263	1,584	410	105	58	115	564	1,922	1,839	1,766
1952	21,215	1,791	1,372	1,306	1,200	1,229	785	574	1,258	2,520	1,526	1,733	1,357
											3,157	3,007	3,022
Total	51,878	3,676	4,334	4,343	3,499	2,270	1,253	1,566	2,567	5,272	8,422	7,286	6,790
Other Areas													
1949	492												
1950	1,384	42	56	24	44	117	140	91	80	151	* 337	110	45
1951	2,632	214	193	504	305	103	64	33	78	275	167	213	259
1952	9,695	224	182	273	331	195	237	337	519	1,136	401	361	301
											1,822	2,404	2,015
Total	14,193	480	441	601	680	415	441	461	677	1,562	2,727	3,088	2,620
Canada													
1952	38,263	108	32	49	358	770	1,408	3,897	5,158	5,219	6,407	7,476	7,381
Total Units													
1949	8,212												
1950	29,611	845	1,452	1,538	1,471	1,312	934	1,734	1,999	3,916	* 5,094	1,621	1,497
1951	40,615	3,809	4,288	5,955	4,409	1,116	493	323	964	3,286	4,267	4,980	5,163
1952	146,373	4,859	4,274	4,718	4,582	6,589	5,670	7,492	12,730	19,241	5,182	5,894	4,896
											23,631	25,431	27,102
Total	224,811	9,513	10,014	12,211	10,462	9,011	7,097	9,549	15,753	26,443	38,174	37,926	38,658

Schedule No. 18

CANADIAN TELEVISION DOLLAR VALUE SALES (FROM RTMA)

YEARS 1949-1953 (NOV.) BY MONTHS

	1949	1950	1951	1952	1953
January	$	$ 340,258	$ 1,979,075	$ 2,464,302	$ 8,880,961
February		599,825	2,215,985	2,182,204	10,788,012
March		828,221	3,131,874	2,298,734	11,237,985
April		603,721	2,300,887	2,172,824	9,250,898
May		548,706	555,257	2,784,212	8,185,485
June		327,136	254,239	2,442,781	4,234,035
July		672,830	187,748	3,398,944	3,579,477
August		819,724	503,098	5,683,208	8,793,275
September		1,631,416	1,728,977	8,629,781	17,001,796
October	*$211,777	1,798,621	2,538,780	10,204,684	24,293,928
November	623,836	2,384,894	2,999,309	10,932,198	22,261,633
December	613,287	2,510,731	2,684,235	11,524,090	
	$3,418,908	$12,858,083	$21,237,442	$84,877,682	

* Covers all sales prior to October 31, 1949

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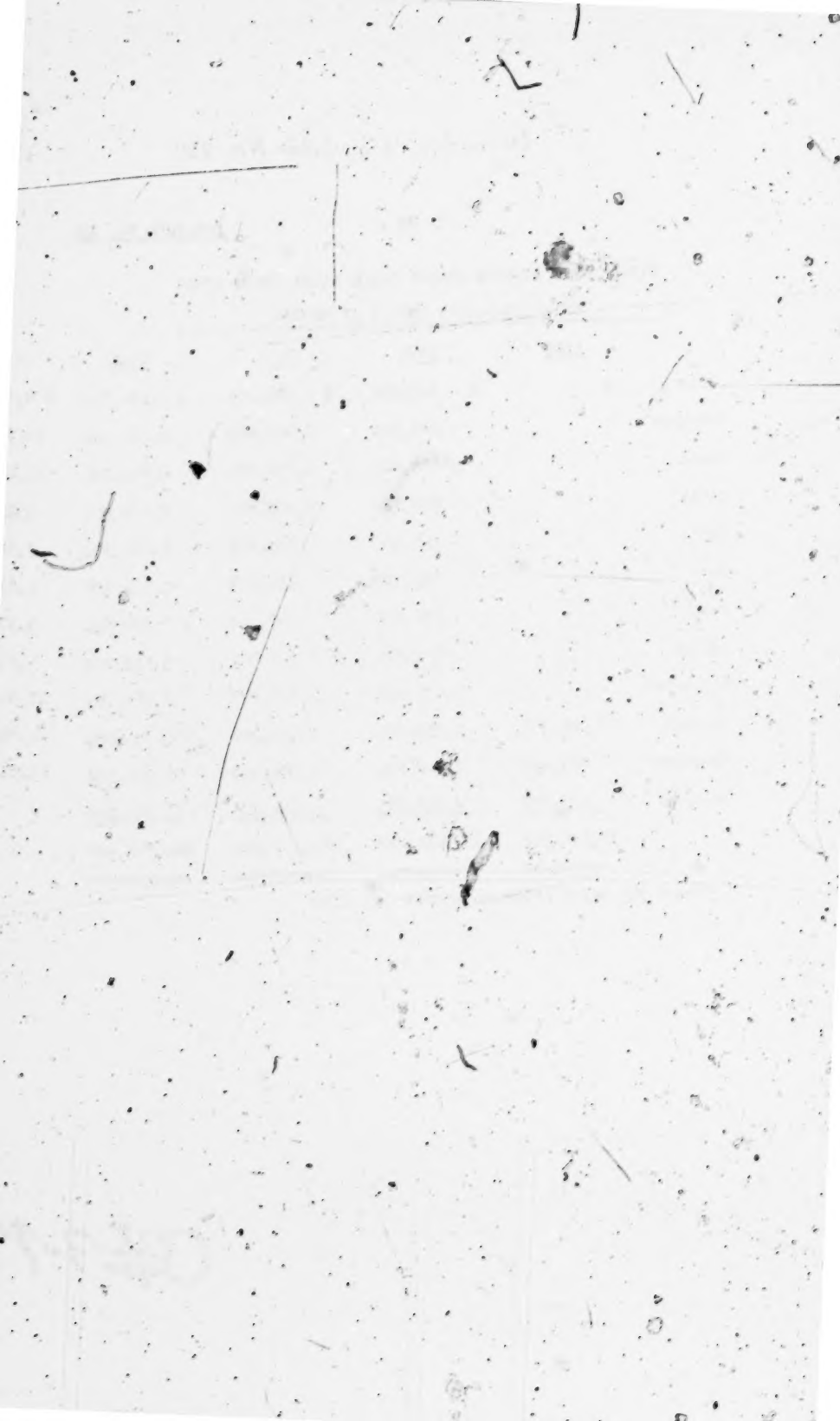

CANADIAN TELEVISION RECEIVER DOLLAR VALUE SALES (FROM RTMA)

YEARS 1949 - 1952 BY MONTH

Dollar Value Sales	January	February	March	April	May	June
1949	$	$	$	$	$	$
1950	340,258	593,825	828,221	603,721	546,706	327,136
1951	1,979,075	2,215,985	3,131,874	2,500,807	555,257	254,299
1952	2,464,302	2,162,204	2,298,734	2,172,024	2,794,212	2,442,781
Total	$4,783,635	$4,972,014	$6,058,829	$5,277,212	$3,896,175	$3,024,156

Dollar Value Sales	July	August	September	October	November	December
1949	$	$	$	$2,181,777	$ 623,436	$ 613,287
1950	672,830	819,724	1,031,416	1,798,021	2,384,894	2,510,731
1951	167,746	503,098	1,726,977	2,538,780	2,999,309	2,004,235
1952	3,398,344	5,683,208	8,029,781	10,204,084	10,932,198	11,524,010
Total	$4,239,520	$7,006,030	$11,988,174	$16,723,662	$16,939,837	$17,312,263

Dollar Value Sales	
1949	3,418,500
1950	12,858,083
1951	21,237,442
1952	64,677,682
Total	$102,191,707

CCE3-80

Defendant's Exhibit No. 139. Schedule No. 14 1921

RADIO RECEIVER SET SALES BY AREAS
JANUARY 1. TO OCTOBER 31. 1953

	January	February	March	April	May	June	July	August	September	October	Total
aritimes	2,956	3,066	3,864	4,430	3,048	2,764	2,207	2,940	4,222	4,130	33,627
uebec	6,057	7,887	11,278	9,443	6,264	7,082	6,091	7,947	9,759	10,898	82,706
ntario	19,861	24,158	30,784	32,126	27,193	26,288	19,424	19,082	18,696	23,629	241,241
anitoba	2,065	2,201	2,422	3,516	2,688	1,749	2,114	2,011	3,342	3,970	26,078
ask.	1,210	1,956	1,731	2,109	2,571	1,672	1,046	1,375	1,808	2,270	17,748
lberta	3,181	3,156	3,583	4,363	3,697	3,130	1,963	2,674	4,346	5,433	35,526
. C.	2,195	2,729	2,869	2,825	2,735	3,269	2,226	3,304	3,582	5,112	30,846
otal	37,525	45,153	56,531	58,812	48,196	45,954	35,071	39,333	45,755	55,442	467,772

RADIO RECEIVER SET SALES BY TYPES
JANUARY 1. TO OCTOBER 31. 1953

me Sets											
tandard	14,701	15,607	23,037	17,655	10,758	13,140	14,310	16,644	24,289	30,798	180,939
ulti Band	1,755	2,835	2,344	2,656	1,542	824	881	1,818	2,149	3,140	19,944
attery	529	774	1,190	425	875	882	517	652	1,060	1,127	8,031
lock	3,253	2,972	3,472	4,172	4,479	2,564	1,284	2,800	3,632	4,675	33,303
ortables	537	1,583	2,945	3,188	3,632	5,741	3,723	2,048	1,944	1,470	26,811
uto	13,463	15,808	18,920	25,738	23,287	18,861	11,558	11,795	5,510	6,943	151,883
mbination											
tandard	1,510	3,015	2,049	3,571	2,225	2,618	1,793	2,933	5,626	4,541	29,881
ulti Band	1,777	2,559	2,574	1,407	1,398	1,324	1,005	643	1,545	2,748	16,980
	37,525	45,153	56,331	58,812	48,196	45,954	35,071	39,333	45,755	55,442	467,772

Schedule No. 19

CEJ

TELEVISION RECEIVER SET SALES BY AREAS
JANUARY 1. TO OCTOBER 31, 1923

	January	February	March	April	May	June	July	August	Sept.	Oct.	Total
Maritimes	2	22	2	23	14	28	67	53	74	138	423
Quebec	5,440	7,700	8,023	9,018	5,369	3,283	2,334	7,840	13,829	26,170	84,972
Toronto	8,864	8,259	8,269	5,289	5,500	2,935	2,783	9,745	14,083	13,937	79,364
Man.-Sask.	4,195	4,347	4,000	2,116	1,543	993	1,120	2,000	5,309	9,249	32,872
Windsor	1,799	1,803	1,991	1,350	1,281	808	873	1,572	2,805	3,089	16,491
Ottawa & Eastern Ont.	977	909	1,236	2,120	3,079	1,393	883	2,271	3,494	9,015	22,057
Other Ontario	793	828	1,184	1,087	808	473	313	760	1,024	3,582	11,274
Prairies	-	51	29	144	191	118	75	83	55	201	1,027
B.C.	452	1,183	1,988	1,250	2,139	982	1,024	322	1,307	1,958	13,852
All Canada	22,548	25,021	28,280	20,307	20,124	10,880	9,532	22,204	42,040	99,089	298,443

TELEVISION RECEIVER SET SALES BY TYPES
JANUARY 1. TO OCTOBER 31, 1923

	January	February	March	April	May	June	July	August	Sept.	Oct.	Total
TALKIES											
14" and under	7,601	7,049	9,999	9,038	8,720	4,418	3,397	8,785	14,395	15,390	80,374
18" - 22"	5,449	5,700	4,683	3,841	3,200	1,877	1,720	4,888	10,098	19,110	61,532
Over 22"	-	-	-	-	-	-	-	-	-	-	-
CINEMA											
14" and under	2,725	4,400	2,774	2,710	2,698	1,611	944	2,168	4,571	3,017	28,284
18" - 22"	6,100	5,925	8,189	6,010	4,901	2,749	2,570	5,730	11,155	18,392	72,327
Over 22"	-	-	- 71	- 20	20	3	- 20	12	11	201	351
3 WAY CONSOLETTE											
14" and under	440	908	26	82	80	61	498	313	53	135	2,254
18" and over	233	671	548	1,014	452	128	225	398	1,727	1,918	7,323
	22,548	25,021	26,280	20,307	20,124	10,880	9,332	22,204	42,040	59,089	298,445

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Schedule No. 21

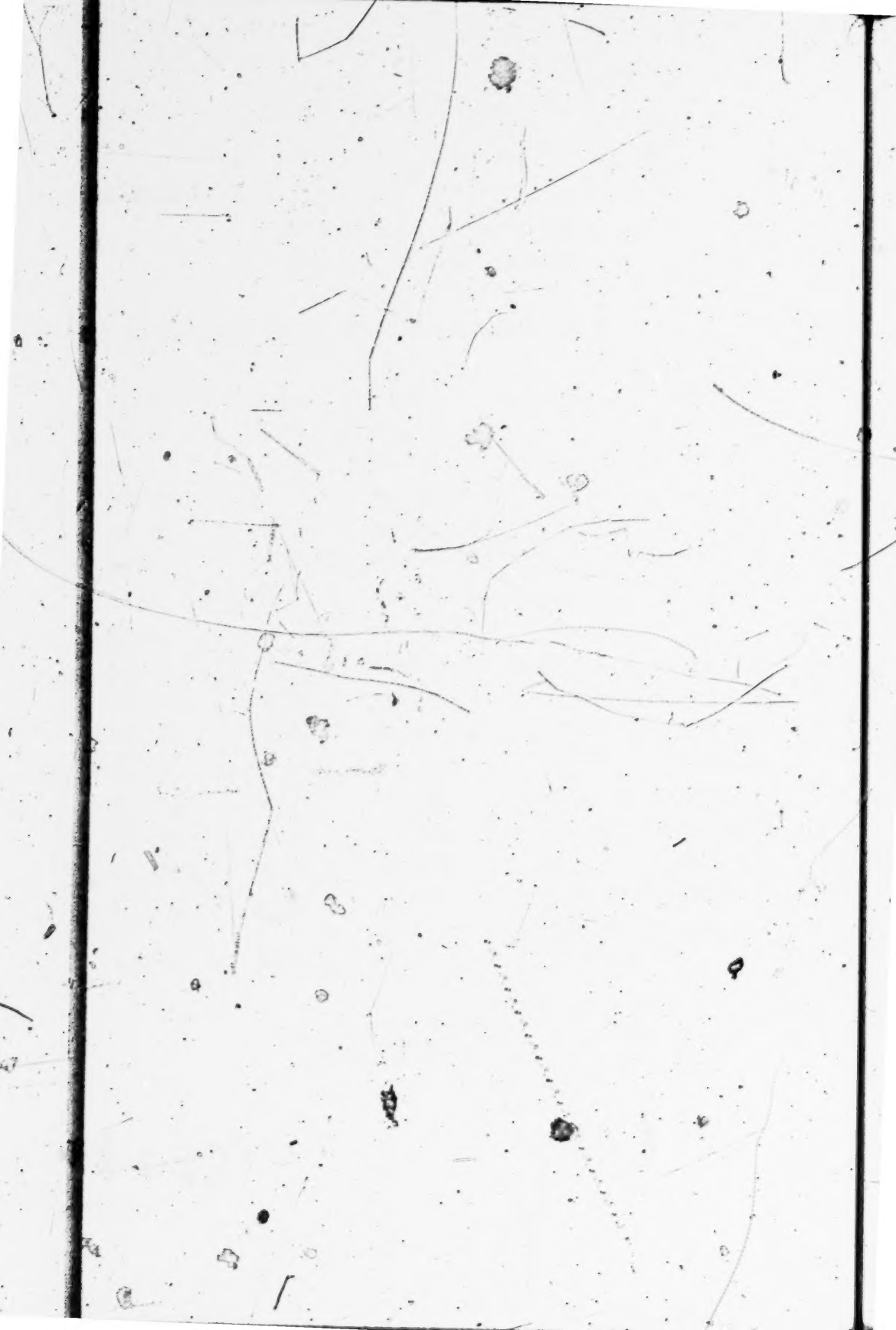
IMPORTATION OF RADIO RECEIVERS

(Practically 100% from U.S.)

Year	DUTY-PAID IMPORTATIONS Number	Value	DUTY-FREE IMPORTATIONS (Returning Tourists) Number	Value
1938	8,282	$ 183,828	36,227	685,531
1939	10,437	208,109	48,652	809,564
1940	6,641	165,188	16,763	285,293
1941	2,070	109,960	1,952	31,368
1942	1,111	89,014	1,541	29,849
* 1943	3,509	2,279,087	575	12,310
* 1944	1,802	1,323,907	447	8,077
* 1945	1,012	507,426	711	15,094
1946	23,023	803,421	18,854	660,651
1947	67,979	2,214,488	44,050	1,568,097
1948	1,886	271,425	993	36,096
1949	1,882	203,380	51,994	1,493,581
1950	2,826	254,004	44,124	1,341,204
1951	9,322	583,084	46,497	1,574,383
1952	19,476	1,345,106	62,982	2,312,079
1953 (to July 31)	14,177	678,933	* 17,036	* 674,710

* Dominion Bureau of Statistics report on Duty-Free Importations of radio sets into Canada has been discontinued from June 1, 1953. Figure indicates imports to May 31, 1953.

CGE-3-83



Schedule No. 22

MONTHLY EXPORTS OF CANADIAN-MADE RADIO RECEIVERS
1947 - 1948 - 1949 - 1950

(Prewar exports were practically nil and were not recorded by the Bureau of Statistics. In 1946 13,923 receivers were exported.)

	1947		1948		1949		1950	
	Units	Value	Units	Value	Units	Value	Units	Value
January	8,338	$ 235,489	1,394	$ 55,904	2,124	$ 74,920	2,048	$ 91,653
February	4,517	132,157	3,433	141,017	2,898	106,143	5,336	84,123
March	866	31,822	1,277	43,817	3,925	158,280	2,628	90,801
April	1,910	105,781	1,008	32,171	3,207	130,591	1,714	60,576
May	1,261	78,643	2,144	82,921	5,195	224,635	1,780	81,821
June	4,705	197,780	441	15,146	2,494	93,731	1,604	63,100
July	14,310	355,669	1,142	33,942	2,519	88,244	3,546	78,404
August	2,488	75,763	2,418	66,129	1,546	73,424	2,905	104,577
September	3,917	88,278	2,157	57,108	1,332	57,457	5,802	186,677
October	4,567	85,823	3,410	91,842	2,482	128,041	2,259	105,835
November	4,590	153,762	2,722	81,739	2,463	136,570	2,141	110,434
December	1,174	94,111	6,267	191,652	3,179	154,300	4,594	184,065
	52,043	$1,605,078	27,813	$893,388	33,334	$1,426,936	36,367	$1,248,126

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Schedule No. 22
Continued.

MONTHLY EXPORTS OF CANADIAN-MADE RADIO RECEIVERS
1951 - 1952 - 1953 (to July 31)

	1951		1952		1953	
	Units	Value	Units	Value	Units	Value
January	2,447	$ 105,112	2,480	77,307	2,551	99,359
February	1,514	80,882	1,512	55,911	2,405	112,754
March	2,804	113,458	2,801	94,398	2,050	124,529
April	2,519	116,664	2,453	112,634	2,892	105,241
May	1,392	64,253	3,404	157,855	1,430	54,296
June	2,489	109,548	5,370	192,248	958	42,818
July	1,572	72,742	1,832	112,407	1,732	67,509
August	2,396	55,767	432	30,919		
September	8,773	102,440	2,450	111,400		
October	4,324	120,853	5,055	237,100		
November	3,877	157,715	3,678	149,025		
December	1,518	34,995	2,461	123,067		
	35,625	$1,200,435	34,131	$1,454,271	14,018	$606,506

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Schedule No. 23

EXPORTS OF CANADIAN MADE RADIO RECEIVERS
BY COUNTRIES
1930 - 1931 - 1932 - 1933-(to July 31)

Country	1930		1931		1932		1933	
	Units	Value $	Units	Value $	Units	Value $	Units	Value $
Aden	-	-	-	-	-	-	-	-
Afghanistan	1	85	1	82	-	-	-	-
Arabia	193	8,329	1,011	23,323	3,277	78,248	865	22,295
Argentina	167	8,056	8	1,216	4	559	1	115
Australia	1	110	5	619	3	182	4	345
Austria	1	84	-	-	-	-	-	-
Azores	10	265	5	295	-	-	-	-
Bahamas	-	-	50	557	1	40	-	-
Barbados	-	-	-	-	1	50	1	95
Belgian Congo	143	6,806	354	14,457	208	6,501	86	3,296
Belgium	266	7,840	109	1,405	18	5,362	-	-
Bermuda	1	96	-	-	-	-	-	-
Brazil	32	3,903	12	1,808	48	19,692	9	1,366
Br. East Africa	2	224	1	174	1	193	-	-
Br. Guiana	-	-	-	-	-	-	-	-
Br. Honduras	-	-	-	-	-	-	-	-
Br. India	-	-	-	-	-	-	-	-
Br. Malaya	1	95	-	-	39	1,343	-	-
Br. Oceania	13	567	-	-	-	-	-	-
Bolivia	199	9,271	205	10,073	202	2,723	4	366
Bulgaria	-	-	-	-	-	-	-	-
Canary Islands	17	683	43	2,898	2	229	-	-
Ceylon	-	-	26	2,068	8	4,290	-	-
Chile	909	18,383	21	1,559	16	2,363	2	388
China	-	-	-	-	6	6,000	-	-
Colombia	675	36,925	159	14,121	4,490	182,789	694	31,911
Costa Rica	6	258	390	7,133	406	10,870	135	4,375
Cuba	1,367	52,727	383	8,850	1,331	34,059	1,163	35,256
Czechoslovakia	-	-	-	-	-	-	-	-
Dominion Republic	329	10,267	204	5,012	124	3,743	266	12,714
Ecuador	390	10,888	730	18,029	1,105	31,303	512	16,587
Egypt	415	17,604	-	-	132	5,056	-	-
El Salvador	658	25,215	905	31,131	287	14,320	208	9,426
Ethiopia	1	95	1	191	2	308	1	193
France	40	1,365	92	1,274	70	5,518	4	393
French Africa	360	15,583	-	-	44	6,222	30	7,726
Fr. East Indies	167	10,715	5	441	90	49,461	-	-
Fr. West Indies	8	300	6	287	17	621	4	175
Fr. Oceania	102	3,881	41	1,497	132	4,502	43	1,137
Finland	3	114	-	-	1	193	1	47
Germany	35	4,043	-	-	-	-	-	-
Greece	171	4,771	5	346	51	1,258	6	645
Guam	2	-	-	-	-	-	-	-
Guatemala	1,029	33,657	484	25,319	31	696	399	32,745
Hawaii	188	9,719	5	405	1	53	-	-
Hayti	108	7,628	110	6,830	60	2,382	58	3,256
Honduras	349	12,210	336	10,833	579	17,389	157	7,264
Hong Kong	-	-	-	-	2	382	28	1,083
Hungary	1	87	-	-	-	-	-	-
Iceland	15	2,594	31	5,396	60	7,473	2	387
India	6	331	49	2,678	206	6,231	-	-
Indonesia	20	4,861	60	2,461	812	126,488	333	12,893

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Country	1950 Units	1950 Value	1951 Units	1951 Value	1952 Units	1952 Value	1953 Units	1953 Value
Iran	727	$ 37,251		$		$		$
Iraq	50	1,180	50	2,095	-	-	1	36
Ireland	-	-	668	16,630	205	7,008	-	-
Israel	37	1,688	1	204	-	-	-	-
Italy	76	2,240	20	1,139	15	831	3	281
Jamaica	3	108	109	3,423	6	3,040	1	93
Japan	634	14,471			2	53	2	67
Jordan	-	-	263	15,323	2,052	72,713	1,077	45,406
Korea	-	-	2	154	1	115		
Leeward & Windward Islands	1	45	-	-	6	3,217	-	-
Liberia	9	669	4	82	2	43	1	93
Lebanon	-	-			4	4,000	-	-
Madagascar	75	3,448			2	385	-	-
Malaya	-	-	56	2,800	73	2,334	88	4,298
Malta	-	-	205	8,727	-	-	6	505
Mexico	2,312	59,315	-	-	-	-	-	-
Morocco	318	8,881	477	12,874	97	5,414	124	9,013
Netherlands	5	749	436	13,635	244	8,560	120	2,200
Neth.Antilles	181	17,924	17	1,396	17	2,610	2	187
North E. Indies	-	-	118	10,095	104	8,955	71	5,334
North W. Indies	-	-	-	-	-	-	-	-
Neth.Guiana	-	-	-	-	-	-	-	-
Newfoundland	-	-	-	-	-	-	-	-
New Zealand	-	-	-	-	-	-	-	-
Nicaragua	103	4,662	1	44	1	120	-	-
Norway	2	269	69	5,924	187	4,708	74	3,475
Palestine	-	-	-	-	5	2,708	1	345
Panama	831	43,454	-	-	-	-	-	-
Pakistan	492	18,845	708	35,389	1,040	40,370	312	10,339
Paraguay	244	9,007	105	5,829	350	62,103	45	24,129
Persia	-	-	222	10,236	1	115	43	2,574
Peru	2	338	-	-	-	-	-	-
Philippine Is.	524	1,573	4,935	134,593	1,921	58,160	443	25,318
Poland	2	229	61	2,881	959	32,044	333	12,954
Portugal	49	2,519	-	-	-	-	-	-
Port. Africa	149	6,409	115	4,939	232	5,773	7	741
Port. Asia	-	-	43	1,793	11	423	11	234
Puerto Rico	888	38,358	-	-	-	-	-	-
[illegible] Domingo	-	-	294	10,814	34	785	92	5,502
Siam	629	8,340	-	-	-	-	-	-
Spain	16	685	2,822	55,011	2,066	47,384	-	-
Spanish Africa	-	-	50	2,323	1	115	5	9,145
St. Pierre	2	118	-	-	-	-	2	180
Switzerland	12	946	1	19	1	14	-	-
Sweden	-	-	6	713	41	1,358	10	479
Syria	11	1,595	-	-	1	193	-	-
Thailand	-	-	61	1,684	-	-	-	-
Trinidad	-	-					777	27,926
Taiwan	-	-			1	111	-	-
Tripoli	-	-					1	37
Turkey	57	1,913	-	-	-	-	-	-
Union of S.Af.	1	32	7	997	9	1,080	-	-
U.S.S.R.	2	191	115	12,065	2,800	32,384	-	-
Un.Kingdom	11	781	-	-	-	-	-	-
United States	10,581	264,691	2	224	4	526	2	61
U.S. Virgin Is.	-	-	5,718	250,826	5,181	202,306	3,774	130,283
Uruguay	521	17,372	-	-	27	1,110	32	1,127
U.S.Oceania	60	2,210	1,014	26,480	35	8,851	1	194
			204	14,355	12[illegible]	[illegible]	185	5,387

Schedule No. 23
Cont'd.

Country	1950 Units	1950 Value	1951 Units	1951 Value	1952 Units	1952 Value	1953 Units	1953 Value
Venezuela	8,743	340,484	10,382	318,883	2,872	153,005	1,324	69,976
Virgin Islands	36	1,755	10	253	-	-	6	587
Yugo Slavia	1	96	-	-	6	3,217	-	-
Burma	-	-	173	7,437	4	1,272	2	183
Denmark	-	-	1	48	-	-	-	-
Fr.W. Africa	-	-	112	5,234	-	-	-	-
W. Germany	-	-	1	116	1	115	7	878
Greenland	-	-	-	-	1	193	-	-
Total -	36,387	$ 1,248,126	35,025	$ 1,200,435	34,131	$ 1,454,271	14,018	$ 606,506

CGE-3-88

RADIOS SOLD BY FACTORIES IN THE UNITED STATES
FACTORY SALES AND SALES VALUE OF RADIO SETS
1922 - 1953 to October 31

	HOME	CLOCK*	PORTABLE*	SUB TOTAL	AUT.*	TOTAL	VALUE*
1922	100,000			100,000		100,000	
1923	500,000			500,000		500,000	
1924	1,500,000			1,500,000		1,500,000	
1925	2,000,000			2,000,000		2,000,000	
1926	1,750,000			1,750,000		1,750,000	
1927	1,350,000			1,350,000		1,350,000	
1928	3,250,000			3,250,000		3,250,000	
1929	4,430,000			4,430,000		4,430,000	
1930	3,800,000			3,800,000		3,800,000	
1931	3,485,000			3,485,000	110,000	3,595,000	$104,700,000
1932	2,300,000			2,300,000	145,000	2,445,000	54,400,000
1933	3,435,000			3,435,000	725,000	4,160,000	70,300,000
1934	3,700,000			3,700,000	780,000	4,480,000	94,900,000
1935	4,900,000			4,900,000	1,130,000	6,030,000	138,400,000
1936	6,900,000			6,900,000	1,400,000	8,300,000	169,400,000
1937	6,335,000			6,335,000	1,750,000	8,085,000	165,400,000
1938	6,340,000			6,340,000	800,000	7,140,000	112,300,000
1939	9,560,000			9,560,000	1,200,000	10,760,000	153,400,000
1940	9,720,000			9,720,000	2,130,000	11,850,000	177,100,000
1941	11,060,000			11,060,000	2,600,000	13,660,000	233,600,000
1942**	3,970,000			3,970,000	360,000	4,330,000	102,700,000
1943							
1944							
1945	500,000			500,000		500,000	
1946	13,411,000			13,411,000	1,610,000	15,021,000	410,900,000
1947	17,610,000			17,610,000	3,410,000	21,020,000	703,600,000
1948	13,160,000			13,160,000	3,720,000	16,880,000	531,400,000
1949	7,176,000			7,176,000	3,850,000	11,026,000	292,800,000
1950	8,213,000			9,902,700	4,739,300	14,642,200	359,670,000
1951	5,833,377	756,266	1,689,700	7,913,985	4,544,020	12,458,005	311,699,285
1952	4,181,131	1,892,344	1,304,342	7,778,203	3,242,849	11,021,052	249,847,249
1953 (to Oct.31)	3,431,359	1,752,092	1,704,728	6,693,768	4,507,888	11,201,656	240,546,047
	163,920,867	4,400,702	6,209,087	174,530,656	42,754,257	217,284,913	$4,667,062,581

* All available data shown. Home Sets includes all Radios (except Auto) prior to 1950.

** Civilian production ended April 1942.

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Defendant's Exhibit No. 139.

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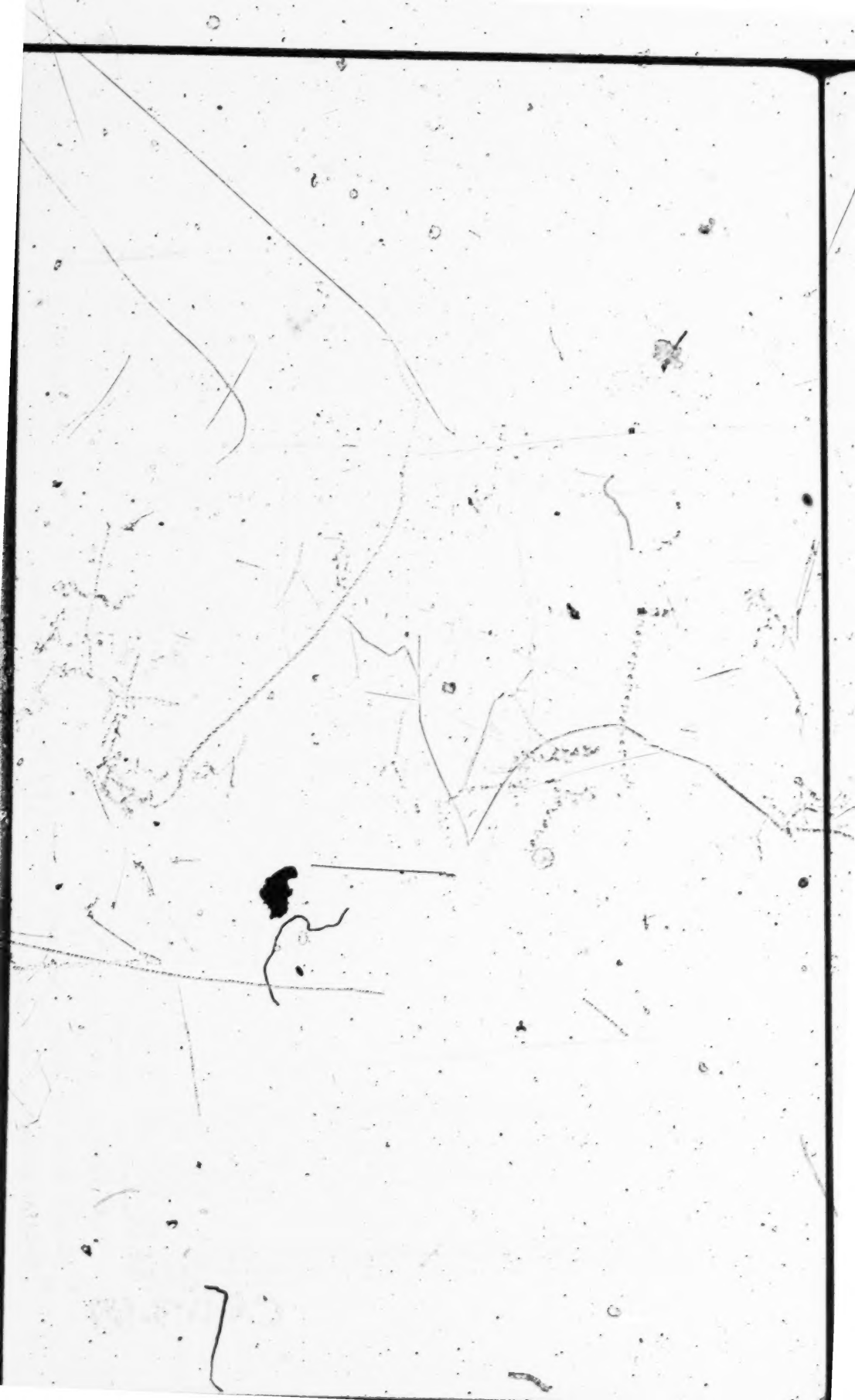
Schedule No. 2

1930



Schedule No. 25

TELEVISION SETS SOLD BY FACTORIES
IN
UNITED STATES
(1946 to 1953 to October 31)

YEAR	UNITS	VALUE
1946	6,476	$ 1,295,200
1947	178,571	51,428,448
1948	969,800	225,963,400
1949	2,970,100	574,209,433
1950	7,355,100	1,397,469,000
1951	5,311,888	944,028,735
1952	6,193,644	1,063,634,484
1953 (to Oct. 31)	6,204,803	1,149,401,994
Total	29,190,382	5,407,430,694

CGE-3-90

Alphabetical List of Postwar Licensees.

Licensee	Location
Addison Industries Limited	Toronto
Canadian Admiral Corporation Limited	Port Credit
Canadian Aviation Electronics Limited	Montreal
Chisholm Industries Limited	Vancouver
Coronet Television Corporation	Walkerville
(Assignee of Williams Norman & Co.)	
Cossor (Canada) Ltd.	Halifax
Crosley Radio and Television Limited	Toronto
Crystal Radio Co. of Canada	Toronto
(Assignee of Jewel Radio Co. of Canada)	
Deseronto Electronics Limited	Deseronto
Dominion Electrohome Industries Limited	Kitcherner
Electronic Leaders Inc.	Montreal
Electrical Products Manufacturing Company Ltd.	Montreal
Emerald Television Corporation	Montreal
Hackbush Electronics Limited	Toronto
Hallicrafters Canada Limited	Toronto
Industrial Radioelectric Enterprise Limited	Vancouver
Manning Radio Limited	Toronto
Mastervision Corporation Limited	Toronto.
Measurement Engineering Limited	Arnprior
Monarch Radio Limited	Montreal
Motorola Canada Limited	Toronto
Pye (Canada) Limited	Ajax
Research Industries Limited	Vancouver
Sparton of Canada Limited	London
Stark Electronic Instruments Limited	Toronto
Stewart-Warner Corp. of Canada Limited	Belleville
Superb Electric Industries Limited	Toronto
Thorcraft Limited	Winnipeg
(Assignee of Thorkelson Radio Products)	
Transvision Television (Canada) Limited	Hamilton
(Assignee of General Radienics Limited)	
Triton Electronics Limited	Toronto
United Television Company Limited	Toronto

Cancelled Licenses.

Book, Samuel A. and Company	Winnipeg
Breadner Company Limited	Ottawa
Brand and Millen Limited	Long Branch
Cam Radio Products Limited	Montreal
Dubeau and Frere	Quebec City
Faust Limited	Montreal
Hermac Radio Limited	Montreal
Meteor Television Corp. Limited	Toronto
Moffats Limited	Weston
Northern Tool and Gauge Limited	Eastview
Northland Radio Industries Limited	Calgary

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Radioelectric Manufacturing Company	Windsor
Schroter Electronics Limited	Vernon
Tele-King Television Co. of Canada	Montreal
Venus Television Limited	Toronto
Wamac Distributors Limited	Toronto

Applications Pending

Benco Television Associates	Toronto
Davis Electronics Manufacturing Corp. Ltd.	Montreal
Lynox Electronics Reg'd.	Sherbrooke
Provincial Distributing Co. Reg'd.	Montreal

Special Arrangements.

General Motors of Canada Limited	Oshawa
Hudson Motors of Canada Limited	Toronto
Nash Motors of Canada Limited	Tilbury
S. Smith and Sons (Radiomobile)	London, Eng.

Note—The "Special Arrangements" list could also be considered as including RCA Victor, Philco Corporation, and the five shareholder companies.

Trade Names of Radio and Television Receivers Currently in Use.

Manufacturer	Trade Name
Addison Industries Limited	Addison
Canadian Admiral Corporation Limited	Admiral
Canadian Aviation Electronics Limited	Dumont
Canadian General Electric Company Limited	General Electric
Canadian Marconi Company Limited	Marconi
Canadian Radio Manufacturing Corp. Limited	Philips
	Rogers-Majestic
Canadian Westinghouse Company Limited	Westinghouse
Chisholm Industries Limited	Chisholm
Coronet Television Corporation Limited	Coronet
Crosley Radio and Television Limited	Crosley
Deseronto Electronics Limited	Arvin
	Sni-Dor
Crystal Radio Company of Canada	Crystal
	Jewel
	Automatic
Dominion Electrohome Industries Limited	Electrohome
Electronic Leaders Inc.	TravLer
Electrical Products Mfg. Company Limited	Fleetwood
Emerald Television Corporation	Fada
Hackbusch Electronics Limited	Stromberg-Carlson
Hallicrafters Canada Limited	Hallicrafters
Manning Radio Limited	Manning
Monarch Radio Limited	Monarch
Motorola Canada Limited	Motorola
Northern Electric Company Limited	Northern Electric
Philco Corporation of Canada Limited	Philco
Provincial Distributing Reg'd	Wilcox-Gay
RCA Victor Company Limited	RCA Victor
Research Industries Limited	Claredon
Sparton of Canada Limited	Sparton
Stewart-Warner Corporation Limited	Stewart-Warner
Superb Electric Industries Limited	CBS-Columbia

Thorcraft Limited	Thor-Craft
Transvision Television (Canada) Limited	Auto-Rola
(Assignee of General Radionics Ltd.)	Transvision
Triton Electronics Limtied	Murphy
United Television Limited	Visionaire

Manufacturers of Stencil Receivers.

Canadian General Electric Co. Limited
Coronet Television Corporation
Dominion Electrohome Industries Limited
Electrical Products Manufacturing Co. Limited
RCA Victor Company Limited
Stewart-Warner Corporation Limited
Transvision Television (Canada) Limited

Principal Purchasers of Stencil Receivers.	Trade Names.
Eatons of Canada Limited	Aurora
	Minerva
	Roamer
	Viking
Simpson-Sears Limited	Sereneier
	Silvertone
Hudson Bay Company	Baycrest
Canadian Tire Corp. Ltd.	Supertone
McLeods Limited	Arcadia
	Coronada
Lindsay Company	Lindsay
Champion Television Limited	Champion
Canadian Fairbanks Morse	Emerson

Radio and Television Receiver Licensees.

1. Addison Industries Limited, Toronto.

Prior to 1939, this licensee was known as Mohawk Radio Limited. Mr. W. J. Addison purchased the controlling interest and, in 1941, changed the name of the company to Addison Industries Limited. Addison added its own cabinet plant in 1947 and manufactures a complete line of radio and TV receivers. Royalty reports and payments are made promptly.

2. Canadian Admiral Corporation Limited, Port Credit.

This licensee is a wholly owned subsidiary of Admiral Corporation in the United States, now one of the major U. S. radio and television manufacturing companies. The Canadian company was established in 1946 with key personnel coming from the U. S. firm, including V. Barreca, the President, and W. M. Hummel, the Secretary-Treasure. The first Admiral receivers appeared on the Canadian market in January 1947 and were produced for Admiral by RCA Victor of Montreal although royalties on the receivers were paid by Admiral. Manufacturing facilities were acquired at the Long Branch Small Arms Plant and production commenced in July 1947. On March 1, 1948 Admiral moved from Long Branch to larger quarters at Malton and, in April 1951 moved into a new $350,000 plant on a 10-acre site at Port Credit. A large addition was made to the Port Credit plant in 1952. This licensee has been very active in television and since 1951 has ranked first in royalty payments to the Company. Details of royalty collection difficulties recently experienced with Admiral appear in another portion of this Survey.

3. Canadian Aviation Electronics, Montreal.

Canadian Aviation Electronics was established in 1951 by K. R. Patrick, formerly of RCA Victor, and a number of prominent Montreal men. The company was originally engaged only in repair, construction and servicing and therefore did not require a patent license. In 1952 Canadian Aviation arranged to manufacture and distribute the

DuMont television receivers. The $1,000 advance security deposit was made and royalties have been paid on all receivers sold to date. However Canadian Aviation has not as yet signed a formal license agreement on the grounds that the agreement submitted (the broad scope grey-back license) covers a number of fields in which Canadian Aviation may be interested but does not feel that it should be obligated to pay royalties if others operating in the same fields are not paying. Several follow-ups have recently been made to Canadian Aviation in this matter but the license still remains unsigned.

4. Chisholm Industries Limited, Vancouver.

The license held by Chisholm Industries was originally taken out by Mr. Chisholm in the name of Vancouver Radio Laboratories but the name of the Company was changed in June 1947 and the license transferred. Chisholm Industries specializes in the manufacture of console radio-phonograph combinations and practically all are sold on the West Coast. Recently a 21" TV console has been added to the Chisholm line but to date television production has been very low.

5. Coronet Television Corporation, Windsor.

The license now held by Coronet was originally issued to Williams, Norman and Company of Canada Limited but

in 1952 the name of the company was changed to Coronet Television Corporation. Production started in February 1951 following the Muntz design and selling direct to the consumer through Coronet owned stores established first in Windsor and Chatham, then in Toronto, Montreal, Ottawa and other outlets. The owner and president is Mr. W. Hurwitz. This licensee has made rapid progress considering that it was a complete newcomer in the television field and unit sales have been quite high. However there are indications that the financial structure is not sound and for the past six months Coronet has apparently experienced considerable difficulty in getting the leading

finance companies to handle its paper due to the fact that credit sales were being made to consumers with too little down payment. In this same period we have experienced difficulty collecting royalties from Coronet and have had a number of cheques returned from the bank. However by threat of cancellation of the license and continental follow-ups the amount outstanding has recently been reduced considerably and we now have a group of cheques to be deposited over the next months to bring the account up to date by the year end.

6. Cossor (Canada) Limited, Halifax.

This licensee is affiliated with Cossor of England and to date has been primarily interested in marine radar and test equipment. Plant facilities were transferred from Montreal to Halifax in 1948 and although sample Cossor radio and television receivers were displayed at the Canadian National Exhibition in 1950 and 1951, no sales have been reported to date. Cossor has only executed the original "Blue-backed" receiver license bu the new "Grey backed" license has been submitted and followed up by

mail on several occasions. We understand that most of Cossor's activities involve work for the Department of Defense Production but we have also had reports of sales of their products to other Government departments that do not have patent clearance. To date Cossor have ignored all efforts to have them execute the broader scope license.

7. Crosley Radio and Television Limited, Toronto.

After the Brand and Millen bankruptcy in September 1951 (see report on license No. 34) the Crosley Company of the United States took over the assets and formed a new Canadian company Crosley Radio and Television Limited. Crosley moved to new quarters at 121 McCormack Street, Toronto and appointed Mr. Ivor Leslie as Manager. Crosley has been comparatively successful under the new arrangement and since the summer of 1952 has also been manufacturing the receivers being sold in Canada by Hallicrafters.

8. Crystal Radio Company of Canada, Toronto.

In 1949 Mr. J. R. Duggan, former manager of Brand and Millen, set up the Jewel Radio Company of Canada to manufacture this line of receivers in Canada. Later Jewel also arranged to manufacture the Automatic motor car receivers and in May 1953 the name of the company was changed to Crystal Radio Company of Canada. Crystal still manufactures Jewel radios and Automatic motor car sets in addition to the line of Crystal radio receivers. To date there has been no indication that the company is interested in the television field.

9. Deseronto Electronics Limited, Deseronto, Ontario.

Deseronto was established in 1949 and has specialized in the manufacture of stencil line receivers—the Arvin for S. G. Waters Distributors (formerly Wahas Distributors)

and the radio portion of a small radio-phono combination for Sni-Dor of Montreal. 8his licensee is operating on a very small scale and has not indicated any desire to get into television production. It is reported to be controlled by the Eddy Match Company which own the building in which it operates in Deseronto.

10. Dominion Electrohome Industries Limited, Kitchener.

Dominion Electrohome has been a licensee for many years and, in addition to manufacturing stencil receivers for Eatons and Simpsons, has a nationally distributed Electrohome line. It manufacturers cabinets for its own receivers and for sale to other radio and TV manufacturers. It is also engaged in the manufacture of household furniture, air conditioners and electric fans. This company is now owned outright by Mr. C. A. Pollock and has no direct tie in with any U. S. organization. The industry sales slump in 1951 apparently affected Dominion Electrohome very seriously but the situation has recently improved. Royalty payments are slow but the financial position appears to be much better now than it was a year ago.

11. Electronic Leaders Incorporated, Montreal.

Early in 1953 we received a report that Electronic Leaders Incorporated of Montreal had imported some TravLer television receivers from the United States. When we notified Electronic Leaders of our position in this matter they applied for an application to manufacture the receivers in Montreal and sent in the $1,000 security deposit. We advised the company that a license would be issued on the same terms and conditions as the other licensees but we withheld actual execution of the document pending assurance that manufacture would be carried out according to the requirements of the Patent Act. We examined the

premises of Electronic Leaders in April and observed a small quantity of receivers being assembled but were still not completely satisfied that this assembly was not being used to cover up importation. Later we learned that Electronic Leaders did handle some imported receivers during the summer and early fall and although royalty reports and payments had been received the formal license is being withheld pending further information.

12. Electrical Products Manufacturing Co. Ltd., Montreal.

Electrical Products is owned by Mr. M. F. Pollock and became a licensee in June 1947. The first receivers produced by Electrical Products was a line of radio-phonograph combinations sold under the trade name Fleetwood. More recently, this licensee has also been manufacturing a number of stencil radio and television receivers for Simpson-Sears and a console-combination model for Firestone. A new plant was built in 1950 and Electrical Products has become one of the more important of the new licensees, particularly in the manufacture of stencil receivers. TV receivers have been produced since early 1952 but volume has been relatively low compared with radio.

13. Emerald Television Corporation Limited, Montreal.

In December 1952 an application for a license to manufacture television receivers was received from Emerald

Television Corporation. The application came through the Allan Swabey Company who indicated that their client had arranged for the Canadian manufacture of Pada TV receivers. Examination of the premises indicated that this Company was in about the same status as Electronic Leaders with practically no test equipment and very limited production facilities. However they claim that they have

manufactured a limited number of Fada television receivers that have appeared on the Montreal market. For the purpose of this Survey we are classifying the company as a licensee because the security deposit has been made and royalty reports and payments have been received. However a formal license agreement has not been executed pending more details on the operation.

14. Hackbusch Electronics Limited, Toronto.

After many years as a licensee Stromberg-Carlson dropped out of the receiver manufacturing business in 1952 and the president of the company, Mr. R. A. Hackbusch, set up Hackbusch Electronics to manufacture Hackbush sound equipment and with exclusive rights for distribution of Stromberg's products in Canada. The formal transfer of all rights including the license agreement from Stromberg-Carlson to Hackbusch Electronics has recently been completed and Hackbusch has recently reported manufacture and sale of a small number of radio and television chassis for use in custom built receivers.

15. Hallicrafters (The) Canada Limited, Toronto.

Hallicrafters took out a license in the summer of 1952 and since that time the radio and television receivers that they have sold in Canada have been manufactured for them in the Crosley plant in Toronto. Hallicrafters own factory is now nearing completion in the Toronto area and it is expected that they will be producing their own receivers within one or two months.

16. Industrial Radioelectric Enterprises Ltd., Vancouver.

This company signed the "Grey-backed" license in November 1951 and has been paying royalties on radio-

telephone units manufactured for the West coast fishing fleet. Early this year the company indicated that it was planning to manufacture television receivers and in the last few months it has reported sales of about 100 sets.

17. Manning Radio Limited, Toronto.

This company made application and was granted a license in 1946 but did not get into production of radio receivers until December 1948. The Manning radio is a deluxe combination AM-FM radio-phonograph selling at over $1,500 and sales average only about one per month.

18. Mastervision Corporation Limited, Scarboro.

A license was granted to Mastervision in 1949 and the president of the company, Mr. Al Leary, formerly of Toronto Radio Station CHUM, indicated that production would commence immediately on television receivers in Building #25 of the General Engineering property in Scarboro. Apparently the company ran into financial difficulties and had to give up its manufacturing facilities after producing a few sample units using parts purchased from jobbers. Mr. Leary requested that we let the license and the $1,000 deposit stand pending refinancing of the company.

19. Measurement Engineering Limited, Arnprior.

Measurement Engineering, originally located in Toronto, moved to Arnprior in 1948. Commencing in July 1947 this licensee produced small quantities of a high-priced combination AM-FM radio first identified as the Wardbamford and later identified as the Palomar. The company also produced a small quantity of 32-volt radio receivers in 1948. Since that time Measurement has been interested only in defence work and in the commercial radio fields. It has produced radio-telephone equipment for the Toronto

Police and Toronto Harbour Commission. Measurement has signed the Grey-backed license agreement and is paying royalties on products in a number of the broader scope fields.

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20. Monarch Radio Limited, Montreal.

This licensee produced small radio receivers in 1948 and 1949 but since August 1949 has concentrated on electric phonographs production. Reports and payments are made promptly but volume is low.

21. Motorola Canada Limited, Toronto.

Motorola Canada Limited was formed in 1952 and took over the plant formerly occupied by Stromberg-Carlson on Geary Avenue in Toronto. Mr. M. M. Elliott, formerly of Canadian Marconi, was made general manager and production of radio and television receivers got under way in the fall of 1952. The parent company in the United States is one of the three or four top producers of radio and TV and is the recognized U.S. leader in production of motor car receivers. The Canadian Motorola company has made rapid progress in its first year of operation and is running Canadian Admiral a close second in volume of royalty payments. For the present at least Motorola has engaged only in the domestic receiver field and Canadian Radio Manufacturing Corporation still has the Canadian rights for Motorola communications equipment. Motorola claims to have important Canadian patents and apparently the U.S. company is devoting a great deal to research and development.

22. Pye Canada Limited, Ajax.

Pye is a wholly owned subsidiary of the English company of the same name and is now producing both radio and television receivers. The parent company produces tele-

vision studio apparatus and AM land-mobile equipment and has indicated that these products will also be produced at the Ajax plant. Representatives of Pye have made numerous claims with respect to its patent strength but a check has indicated that it has very few Canadian patents in the receiver field and none of apparent value. It has recently filed a number of patent applications in other electronic fields and it is possible that these may be of some value.

Pye has not signed the broader scope licence and pays royalties only on receivers.

23. Research Industries Limited, Vancouver.

This licensee has been operating on a limited scale since November 1947 producing small quantities of radio receivers for sale in the Vancouver area. Its receivers are identified by the trade name Clarendon and have included some coin-operated hotel room receivers identified as Clarendon model WH-60. Research Industries has also indicated an interest in getting into other electronic fields and has signed the Grey-backed license.

24. Sparton of Canada Limited, London.

Sparton is one of the old established licensees and, although its radio and TV manufacturing is on a comparatively small scale, it is apparently in a sound financial position. Sparton also has the sole Canadian rights for the manufacture and sale of Columbia records.

25. Stark Electronic Instruments Limited, Ajax.

In November 1947 the Company made a special arrangement with Stark and collected flat rate royalties on several hundred Modernaire one-tube battery receivers imported from the United States. Later Stark applied for and was granted a license to manufacture radio and television re-

ceivers in Canada but no receivers have been produced to date. Stark's principal business is meters and test equipment but royalties are not being paid on these products. A Grey-backed license was submitted to Stark but has not been signed. Stark opened a new factory at Ajax in 1951 and has received several substantial orders from the Department of Defence Production for electronic equipment in the defence program.

26. Stewart-Warner Corporation of Canada Ltd., Belleville.

Stewart-Warner has refused to sign a formal license but monthly royalty reports and payments have been received regularly. It was felt that the Grey-backed license

would meet the request of Stewart-Warner for a longer term license in broader fields but Stewart-Warner representatives indicate they will not sign any formal license until assured that all patent owners are paying royalties.

27. Superb Electric Manufacturing Company, Toronto.

Superb applied for a license to manufacture television receivers in 1951 but no activity was reported until this year when it was announced that Superb would manufacture the CBS Columbia receivers. Superb paying royalties on the CBS Columbia receivers and claims that they are being manufactured at its Bathurst Street plant. We have examined the manufacturing facilities recently and they did not appear adequate to support this statement. However some sets were being produced and all of those on the premises had apparently been assembled in Canada. We feel that the present operations of this licensee are in the same status as Electronic Leaders and Emerald but in each case are faced with definite statements by the applicant that

they are manufactured in Canada and not importing from United States.

28. Thorcraft Limited, Winnipeg.

A license was granted to Thorkelson Radio Products of Winnipeg in January 1948 and limited production of radio receivers was commenced in July of that year. The radios manufactured by Thorkelson have been sold under the trade name Thor-craft and in 1952 the company's name was changed to Thorcraft Limited. Most of the receivers produced have been 32 volt types for sale on farms equipped with Deleo systems. Peak production was less than 100 receivers per month and in the last year only about 20 sets have been sold.

29. Transvision Television (Canada) Limited, Hamilton.

Early in 1949 Cub Aircraft Company of Hamilton changed its name to Transvision Television (Canada) Limited and announced that it was going into the manufacture of TV

receivers. Transvision then purchased General Radionics Limited of Toronto (a licensee of the Company engaged in the manufacture of motor car receivers) and requested permission to assign the latter's license to Transvision. The assignment of the license was permitted and all royalty reports have since been made by Transvision with the General Radionics motor car receivers being treated as a stencil line. Most of these receivers are Supertone made for Canadian Tire Corporation. General Radionics production facilities were moved from Toronto to the Transvision plant at the Hamilton Municipal airport in 1950. Transvision made about 300 TV receivers in 1951 but then discontinued TV production. It has recently been reported that Transvision may get substantial orders to produce a stencil line of TV.

30. Triton Electronics Limited, Toronto.

This company was established in 1952 by Frank Murphy who at one time owned the large Murphy Radio Company in England. The advance security deposit was received in October of 1952 but there has been very little activity and to date the only receiver announced by the company is a radio-phonograph console selling at $295, cash in advance and delivery in six weeks. Approximately 50 of the units have been sold to date and the company is apparently in very poor financial condition.

31. United Television Company Limted, Toronto.

United Television applied for a license early in 1953 and commenced manufacture of a 21" table model unit sold under the name Visionaire. The company is operating on a small scale and we have experienced considerable difficulty collecting royalties. However the receivers are definitely completely manufactured in Canada and collections have improved in the past month. When the Visionaire was first placed on the market it was the lowest priced 21" table model in Canada but many other companies now have receivers below this price ($350 list) and United is apparently

unable to further reduce its price.

Cancelled Licenses.

32. Book, Samuel A., & Company, Winnipeg.

This former licensee was setting up to manufacture the Clarion radio reecivers in Canada in 1947 but did not get into production and the license was cancelled at the licensee's request. The $1,000 advance deposit was returned after payment of royalties covering sale of some twenty-five sample receivers imported from the Clarion Radio Manufacturing Company in the United States.

33. Breadner Company Limited, Ottawa.

The Breadner Company took out a license in 1947 to manufacture battery portables under the trade name Bradna. Peak production (in 1948) was only about forty receivers per month and this gradually dropped off to less than five per month in the summer of 1949. Breadner requested cancellation in 1950 and, after auditing the returns, the security deposit was repaid and the license terminated.

34. Brand and Millen Limited, Long Branch.

Brand and Millen was one of the first new postwar companies to make formal application for a license and production of its Astra radio receivers commenced at Long Branch in October 1946. In addition to the Astra reecivers, this licensee manufactured some of the Crosley receivers for Moffats in 1947-1948 and the Aurora receivers sold by the T. Eaton Company. In 1949, Brand and Millen also manufactured Jewel radio receivers and a combination AM-FM radio television table model receiver sold under the name of Garod. Mr. J. R. Ruggan, the general manager

of the company, resigned in 1949 and established the Jewel Radio Corporation of Canada (see report #8—Crystal). In early 1950 Brand and Millen acquired the Crosley franchise for Canada and commenced production of Crosley radio and TV receivers. During the summer of 1951, Brand and Millen's royalty reports were sent in regularly but were not accompanied by payments. All efforts made to collect the amounts owing to the Company were unsuccessful (it was learned later that Brand & Millen had not paid its sales and excise taxes to the government after April 1951) and Brand and Millen went into bankruptcy September 18, 1951. Royalty reports in-

dicated the total amount owing to the Company was $6,982 (less the $1,000 advance security deposit). The trustees ran the bankrupt company on a limited scale from September 18 to October 26, 1951 and during this period regular royalties were paid in full to the Company by arrangement with the trustees. On October 26 the assets were taken over by the U. S. Crosley Company and the new Canadian company, Crosley Radio and Television Ltd. was established. Settlement with Brand and Millen creditors has now been finalized and the Company received payments of $1,531.85 in January 1952 and $1,225.48 in October 1952 and a final payment of $432.72 in April 1953.

35. Cam Radio Products Limited, Montreal.

This company applied for a license to manufacture radio receivers in 1947 but no sales were made and request for cancellation of the agreement was received in 1952. After making the usual check to assure that any payments dues to the Company had been made the security deposit was returned and the license cancelled.

36. Debeau & Frere, Quebec City.

Dubeau was the first of the post war licensees to get into production (February 1946) but the company failed about twelve months later and the license was cancelled. The advance security deposit was returned after we had received adequate assurance that all royalties due to the Company had been paid.

37. Faust Limited, Montreal.

Faust Limited took out a license in 1947 to manufacture Emor radios in Canada. The Emor was a novelty receiver housed in a chrome plated revolving sphere supported on a cylindrical pedestal. The license was granted on the basis of manufacture in Canada but apparently

about 500 units was imported from the U. S. Sales were not satisfactory and in 1949 Faust applied for cancellation of the license. No royalty payments had been made but the royalty reports received indicated that the security deposit would cover the amount owing to the Company. We endeavoured to obtain certified reports of sales but were unable to trace the company and on the advice of Price Waterhouse the $1,000 security deposit was transferred into income in 1951.

38. Hermac Radio Limited, Montreal.

Hermac was granted a license and got into radio receiver production in February 1947. This licensee went into bankruptcy a year later and, after final adjustment of some outstanding royalties, the remaining balance of the advance security deposit was returned and the license cancelled.

39. Meteor Television Corporation Limited, Toronto.

An application for a license to manufacture television receivers was made in July 1951 by Mr. W. M. Webb on behalf of Meteor Television and the $1,000 security deposit made. The company went into bankruptcy after selling less than 25 receivers and after paying up the royalty owing (approximately $100) Webb applied for transfer of its deposit and the license to Venus TV Limited in Windsor. We approved this transfer in April 1952 but experienced great difficulty in collecting royalties or obtaining reports from Venus. Webb left the company in December of 1952 and operations were discontinued shortly after. On the advice of Price Waterhouse the unpaid

balance of the Venus 1952 royalties amounting to $3848 less a $500 payment received in January 1953 and less the $1,000 advance security deposit (balance of $2,348) was

written off as a bad debt. A check with components parts manufacturers and others indicated that the assets of the company were nil and there was no point inforcing a bankruptcy declaration.

40. Moffats Limited, Weston.

Moffats took over the Crosley line, formerly handled by Addison, and applied for a license in 1946. First production of radios at Moffats' Weston plant was in February 1946 and a rate of approximately 1,500 receivers per month was maintained until May of 1947. For the next year, about half of the Crosley receivers were made for Moffats in the Brand and Millen plant and in July 1948 Moffats decided to completely discontinue activities in the radio field. In 1949 and early 1950, monthly royalty reports and payments covering disposal of the stock of receivers on hand were received and the license was then cancelled.

41. Northern Tool and Gauge Limited, Eastview.

Northern Tool and Gauge was granted a license in the fall of 1948 and in February 1949 commenced production of a coin-operated hotel room radio receiver identified as the Atcora. The radio chassis portion of these receivers was previously supplied to Northern Tool by another licensee, Hermac of Montreal, and royalties were paid by Hermac. When Hermac went into bankruptcy in 1948, Northern Tool and Gauge applied for a license to manufacture the complete unit. This license ran into financial difficulties in 1949 and the final sixty units in stock were sold in November of that year. We were first requested to hold the license open pending reorganization and refinancing of the company but finally were requested to cancel in January 1951 and, after certification of the reports and payments, the deposit was returned and the license cancelled.

42. Northland Radio Industries Limited, Calgary.

In 1946 Northland was granted a license to manufacture Emerson radio receivers in Canada but persisted in importing sets until the import ban went into eeffct in November 1947. In spite of every effort to collect full royalties on all receivers sold, this licensee's reports fell behind in the last quarter of 1947 and the law firm of Hannah, Nolan, Chambers, Might and Saucier of Calgary was retained by the Company and instructed to take legal action against Northland for approximately $8,000 in unpaid royalties. After due consideration, this action was discontinued in 1948 and the unpaid royalties (less the $1,000 advance security deposit) were written off as a bad debt. Emerson receivers are now manufactured in Canada by one of the shareholder companies and distributed by Fairbanks-Morse. The Company receives royalties on the sale of these receivers.

43. Radiolectric Manufacturing Co., Windsor.

A Windsor solicitor representing this company made inquiries in August of 1952 with respect to a license to manufacture television receivers and sent in an application accompanied by the $1,000 security deposit in December 1952. Limited production got under way early in 1953 but the company was dissolved in June of this year after a total of only approximately 80 receivers had been produced. After receiving the usual affidavit and checking to make sure all royalties had been paid in full the balance of the security deposit was returned and the license arrangement terminated. The receivers manufactured and sold by Radiolectric were identified as Croydon.

44. Schroter Brothers Limited, Vernon.

In 1946 a license was granted to Schroter Brothers Licited, the owners of radio station CJIB in Vernon, for the

manufacture of radio receivers to incorporate wire recorders. In 1947 the license was transferred to Schroter Electronics Limited but production plans were abandoned and the license cancelled in 1948.

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45. Tele-King Television Company, Montreal.

In May 1950 we received an application for license to manufacture television receivers from Mr. M. Valeriote in the name of the Tele-King Television Company of Canada. Mr. Valeriote who also operates Astra Industries Limited in Montreal, claimed that he had Canadian rights from Tele-King but it later developed that there was some misunderstanding in the matter and Tele-King of United States denied the Canadian company use of its name. The company never got into production although nil royalty reports were received regularly and finally in April 1952 the license was cancelled and the $1,000 deposit returned.

46. Venus TV Limited, Windsor.

As indicated in report no. 39 on Meteor, Venus TV was set up by Mr. Webb at 401 Park Street West in Windsor in March of 1952. Some receivers were produced in 1952 but we experienced great difficulty with royalty reports and payments. Webb left the company in December 1952 and talked of setting up another company but we pointed out that no license could be granted to him until the outstanding Venus royalties were paid in full.

47. Wamac Distributors Limited, Toronto.

Wamac originally applied for and received a license in 1946 to manufacture the Arvin radio receivers in Canada. Manufacturing plans did not materialize and Wamac became a distributor for Canadian Admiral in January

1947. The owner, Mr. Stan Waters, then requested cancellation of the license and return of the advance security deposit. Several months after cancellation of the Wamac license, we learned that Wamac was selling some U. S. made Arvin radio receivers in the Montreal area. When we notified Wamac with respect to the sale of these infringing receivers, Mr. Waters applied for reinstatement of the license to manufacture receivers in Canada, and, in settlement, paid 3½% of the laid down price of the imported sets. The Wamac application for reinstatement was approved but the licensee again did not proceed with

manufacturing plans and we finally cancelled the license in June 1949. Wamac then arranged to have the Arvin receivers produced by Deseronto Electronics Limited. Reecntly, Waters changed the name of his company to S. G. Waters Distributors Limited. In September of this year we received a report that Waters had imported some Arvin TV receivers from the U. S. and when warning letters were disregarded one of these sets was purchased from a Montreal dealer (Century Electric) for use as evidence in case of litigation. It now appears that the case will be settled without action and Waters has agreed to discontinue his importation activites.

Appplications Pending.

48. Benco Television Associates, Toronto.

In the fall of 1951 representatives of Benco Television Associates, manufacturers of television boosters, inquired about a license and with approval of the Board we indicated that a license would be granted upon receipt of an advance security deposit of $100. This amount was deposited in February 1952 but any of the circuits of devices

being made by this company that we have examined apparently do not infringe patents owned or administered by the Company and no royalties have been paid under the licensing arrangement.

49. Davis Electronics Manufacturing Corporation Limited, Montreal.

In February 1953 we received a $1,000 security deposit on an application for a license from Davis Electronics Manufacturing Corporation Limited to manufacture television receivers. Mr. J. Davis, president of the company, indicated that the plans were to manufacture stencil receivers for various departmental stores but the company got into financial difficulty and apparently has produced only a very small number of receivers sold under the name Champion. We have experienced difficulty obtaining royalty reports and payments from this company but believe that the security deposit is sufficient to cover any amounts outstanding.

We have not classified this company as a licensee and no formal license agreement has been executed.

50. Lynox Electronics Reg'd., Sherbrooke, Quebec.

We received an application from Lynox Electronics Reg'd. in September 1953. The $1,000 security deposit was forwarded and the applicant indicated that he was planning to manufacture television receivers in Sherbrooke. We have not as yet had an opportunity to check into the manufacturing facilities of this company.

51. Provincial Distributing Reg'd., Montreal.

In October 1952 we received an application for a license through Tremblay Machine Shops of Montreal to manufacture Wilcox-Gay television receivers in Canada. This

company has not to date indicated any signs of getting into production and we have left the application in the pending applications for the time being.

Motor Car Manufacturers.

In addition to the licensing arrangements referred to above, the Company has made special arrangements with General Motors, Hudson and Nash covering royalty payments on radios imported as an integral part of U. S. made motor cars in quantities that cannot be economically produced in Canada. Royalty rates on such receivers has been set at a flat $1.50 per unit. A similar arrangement has been made with S. Smith & Co. (Radiomobile) covering a small number of radio receivers imported as an integral part of English made motor cars.

S. D. Brownlee,
General Manager and Secretary-Treasurer.